

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A		PAGE OF PAGES	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER PR-HQ-04-10126		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 08/26/04	
6. REQUISITION/PURCHASE NUMBER PR-HQ-04-10126		7. ISSUED BY (Hand Delivered/Overnight Commercial Carriers)  Environmental Protection Agency Bid and Proposal Room, Ronald Reagan Building, 6th Floor (3802R) 1300 Pennsylvania Avenue, N.W. Washington, DC 20004		8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)  Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and <u>5 (see Section L)</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository until <u>03:00 PM</u> local time <u>9/27/2004</u> (Hour) (Date)			
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1 All offers are subject to all terms and conditions contained in this solicitation.			
10. FOR INFORMATION CALL:		A. NAME BARBARA J. HOLLOWAY	
		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202 564-4492	
		C. E-MAIL ADDRESS holloway.barbara@epa.gov	

**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE (S)	(X)	SEC.	DESCRIPTION	PAGE (S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.			
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.			
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %
		30 CALENDAR DAYS %	____ CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)		AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY
		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		17. SIGNATURE	
15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE [ ]		18. OFFER DATE	

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c) [ ] 41 U.S.C. 253(c)				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than item 7)		CODE		25. PAYMENT WILL BE MADE BY Environmental Protection Agency Research Triangle Park Financial Management Center (D143-02) Research Triangle Park, NC 27711	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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**TABLE OF CONTENTS**

SOLICITATION, OFFER AND AWARD . . . . .	Page 1
PART I - THE SCHEDULE . . . . .	Page B-1
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS . . . . .	Page B-1
B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73) (APR 1984) DEVIATION . . . . .	Page B-1
B.2 WORK ASSIGNMENTS (EPAAR 1552.212-71) (APR 1984) ALTERNATE I (APR 1984) . . . . .	Page B-1
B.3 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984) . . . . .	Page B-2
B.4 OTHER DIRECT COSTS (EP 52.231-110) (APR 1984) . . . . .	Page B-3
B.5 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984) . . . . .	Page B-3
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT . . . . .	Page C-1
C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994) . . . . .	Page C-1
C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984) . . . . .	Page C-2
C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000) . . . . .	Page C-2
C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999) . . . . .	Page C-3
SECTION D - PACKAGING AND MARKING . . . . .	Page D-1
[For this Solicitation, there are NO clauses in this Section] . . . . .	Page D-1
SECTION E - INSPECTION AND ACCEPTANCE . . . . .	Page E-1
E.1 NOTICE Listing Contract Clauses Incorporated by Reference . . . . .	Page E-1
E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984) . . . . .	Page E-1
SECTION F - DELIVERIES OR PERFORMANCE . . . . .	Page F-1
F.1 NOTICE Listing Contract Clauses Incorporated by Reference . . . . .	Page F-1
F.2 REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984) DEVIATION . . . . .	Page F-1
F.3 MONTHLY PROGRESS REPORT (EPAAR 1552.210-72) (JUN 1996) . . . . .	Page F-4
F.4 USE OF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP 52.210-150) (JUN 1991) . . . . .	Page F-6
F.5 WORKING FILES (EPAAR 1552.211-75) (APR 1984) . . . . .	Page F-7
F.6 ADVISORY AND ASSISTANCE SERVICES (EPAAR 1552.211-78) (APR 1984) . . . . .	Page F-7
F.7 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984) . . . . .	Page F-7
SECTION G - CONTRACT ADMINISTRATION DATA . . . . .	Page G-1
G.1 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991) . . . . .	Page G-1
G.2 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION . . . . .	Page G-1
G.3 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION . . . . .	Page G-2
G.4 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984) . . . . .	

		Page G-4
G.5	SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)	Page G-4
G.6	GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)	Page G-4
SECTION H - SPECIAL CONTRACT REQUIREMENTS . . . . . Page H-1		
H.1	DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000)	Page H-1
H.2	PRINTING (EPAAR 1552.208-70) (OCT 2000)	Page H-1
H.3	ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994) ALTERNATE I (MAY 1994)	Page H-3
H.4	NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION	Page H-3
H.5	LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) (EPAAR 1552.209-74) (MAR 1997) ALTERNATE V (MAY 1994) DEVIATION	Page H-4
H.6	ANNUAL CERTIFICATION (EPAAR 1552.209-75) (MAY 1994)	Page H-5
H.7	CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)	Page H-6
H.8	OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984) DEVIATION	Page H-8
H.9	OPTION FOR INCREASED QUANTITY--COST-TYPE CONTRACT (EPAAR 1552.217-73) (JUN 1997)	Page H-9
H.10	MENTOR-PROTEGE PROGRAM (EPAAR 1552.219-70) (OCT 2000)	Page H-9
H.11	SMALL DISADVANTAGED BUSINESS TARGETS (EPAAR 1552.219-73) (OCT 2000)	Page H-10
H.12	UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)	Page H-11
H.13	UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)	Page H-11
H.14	PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION	Page H-12
H.15	INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)	Page H-12
H.16	STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)	Page H-13
H.17	SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)	Page H-13
H.18	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR 1552.235-76) (APR 1996)	Page H-14
H.19	DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997)	Page H-15
H.20	RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)	Page H-16
H.21	ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000) DEVIATION	Page H-18
H.22	TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION	Page H-18
H.23	KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)	Page H-19
H.24	PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)	Page H-19
H.25	GOVERNMENT - CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUL 1999)	Page H-19
H.26	REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000)	Page H-21
H.27	FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)	Page H-21

H.28	EPA SPONSORED MEETING, WORKSHOPS, AND CONFERENCES (LOCAL LW-31-15) (DEC 2001)	Page H-22
PART II	- CONTRACT CLAUSES	Page I-1
SECTION I	- CONTRACT CLAUSES	Page I-1
I.1	NOTICE Listing Contract Clauses Incorporated by Reference	Page I-1
I.2	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION	Page I-2
I.3	CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7) (OCT 2003)	Page I-2
I.4	NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)	Page I-5
I.5	OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)	Page I-5
I.6	UTILIZATION OF SMALL BUSINESS CONCERNS (FAR 52.219-8) (OCT 2000)	Page I-6
I.7	SMALL BUSINESS SUBCONTRACTING PLAN (FAR 52.219-9) (OCT 2001)	Page I-7
I.8	PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)	Page I-13
I.9	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (AUG 2003) ALTERNATE I (AUG 2003)	Page I-14
I.10	CONTINUITY OF SERVICES (FAR 52.237-3) (JAN 1991)	Page I-14
I.11	SUBCONTRACTS (FAR 52.244-2) (AUG 1998) ALTERNATE II (AUG 1998)	Page I-15
I.12	COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)	Page I-17
I.13	SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (APR 2003) DEVIATION	Page I-18
I.14	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FAR 52.247-67) (JUN 1997)	Page I-18
I.15	CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)	Page I-19
I.16	AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)	Page I-20
PART III	- LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS	Page J-1
SECTION J	- LIST OF ATTACHMENTS	Page J-1
J.1	LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)	Page J-1
PART IV	- REPRESENTATIONS AND INSTRUCTIONS	Page K-1
SECTION K	- REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	Page K-1
K.1	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)	Page K-1
K.2	TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)	Page K-1
K.3	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)	Page K-3
K.4	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)	Page K-3
K.5	ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATE-- ADVISORY AND	

	ASSISTANCE SERVICES (FAR 52.209-8) (NOV 1991) . . . . .	Page K-4
K.6	PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997) DEVIATION . . . . .	Page K-5
K.7	SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002) . . . . .	Page K-5
K.8	SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999) . . . . .	Page K-8
K.9	PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999) . . . . .	Page K-9
K.10	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999) . . . . .	Page K-9
K.11	AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984) . . . . .	Page K-9
K.12	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (AUG 2003) . . . . .	Page K-9
K.13	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (JUN 2000) . . . . .	Page K-10
K.14	BUSINESS OWNERSHIP REPRESENTATION (EPAAR 1552.204-70) (JAN 2001) . . . . .	Page K-13
K.15	ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984) . . . . .	Page K-14
K.16	SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984) DEVIATION . . . . .	Page K-14
K.17	SIGNATURE BLOCK (EP 52.299-900) (APR 1984) . . . . .	Page K-14
SECTION L -	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS . . . . .	Page L-1
L.1	NOTICE Listing Contract Clauses Incorporated by Reference . . . . .	Page L-1
L.2	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (FAR 52.204-6) (OCT 2003) . . . . .	Page L-1
L.3	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (FAR 52.214-7) (NOV 1999) . . . . .	Page L-2
L.4	FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (JUN 2003) . . . . .	Page L-3
L.5	TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) . . . . .	Page L-3
L.6	SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996) DEVIATION . . . . .	Page L-3
L.7	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998) DEVIATION . . . . .	Page L-3
L.8	AUTHORIZED DEVIATIONS IN PROVISIONS (FAR 52.252-5) (APR 1984) . . . . .	Page L-4
L.9	ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984) DEVIATION . . . . .	Page L-4
L.10	USE OF DOUBLE-SIDED COPYING IN SUBMISSION OF PROPOSALS (EP 52.210-155) (JUL 1990) . . . . .	Page L-4
L.11	PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-180) (AUG 1984) . . . . .	Page L-5
L.12	INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS (EPAAR 1552.215-73) (AUG 1993) DEVIATION . . . . .	Page L-5
L.13	PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000) . . . . .	Page L-8
L.14	TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984) . . . . .	Page L-10
L.15	RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989) . . . . .	Page L-10
L.16	DEFINITION OF LABOR CLASSIFICATIONS (EP 52.215-120) (FEB 1985) . . . . .	Page L-10

L.17	EVALUATION OF OTHER DIRECT COSTS (EP 52.215-130) (APR 1984)	
		Page L-14
L.18	PROCEDURES FOR PARTICIPATION IN THE EPA MENTOR-PROTEGE PROGRAM (EPAAR 1552.219-71) (OCT 2000) DEVIATION	Page L-14
L.19	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM (EPAAR 1552.219-72) (OCT 2000)	Page L-17
L.20	IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219- 100) (FEB 1991)	Page L-18
L.21	SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)	Page L-18
L.22	NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233- 70) (JUL 1999)	Page L-18
L.23	ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-75) (APR 1996)	Page L-19
L.24	DISCLOSURE REQUIREMENTS FOR ORGANIZATIONAL CONFLICTS OF INTEREST (LOCAL LC-09-03) (DEC 2001) DEVIATION	Page L-19
L.25	ORGANIZATIONAL CONFLICT OF INTEREST PLAN (RACS-L-96-4)	Page L-20
SECTION M -	EVALUATION FACTORS FOR AWARD	Page M-1
M.1	EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990) DEVIATION	
		Page M-1
M.2	EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999) DEVIATION	Page M-1
M.3	EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)	
		Page M-1
M.4	SMALL DISADVANTAGED BUSINESS PARTICIPATION EVALUATION FACTOR (EPAAR 1552.219-74) (OCT 2000)	Page M-4
M.5	EVALUATION OF CONFLICT OF INTEREST PLAN (RACS-M-96-1)	Page M-5
CHEMICAL ENGINEERING SUPPORT		Page 1-1
TECHNICAL AND COST PROPOSAL PREPARATION INSTRUCTIONS		Page 2-1
SAMPLE WORK ASSIGNMENT 1		Page 3-1
SAMPLE WORK ASSIGNMENT 2		Page 4-1
MINIMUM STANDARDS FOR CONFLICT OF INTEREST		Page 5-1
CLIENT AUTHORIZATION LETTERS		Page 6-1
PAST PERFORMANCE QUESTIONNAIRE		Page 7-1
INVOICE PREPARATION INSTRUCTIONS		Page 8-1

**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73)  
(APR 1984) DEVIATION**

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 15,400 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

**B.2 WORK ASSIGNMENTS (EPAAR 1552.212-71) (APR 1984) ALTERNATE I (APR 1984)**

(a) The Contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, and (4) the description of the work.

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within 5 (five) calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a work assignment.

Within 15 (fifteen) calendar days after receipt of a work assignment, the Contractor shall submit 4 (four) copies of a work plan to the Project Officer and 1 (one) copy to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate.

Within 30 (thirty) calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor.

If the Contractor has not received approval on a work plan within 45 (forty-five) calendar days after its submission, the Contractor shall stop work on that work assignment. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

(d) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(e) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

(f) Within 20 days of receipt of the work assignment or similar tasking document, the Contractor shall provide a conflict of interest certification. Where work assignments or similar tasking documents are issued under this contract for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first work assignment issued for that site. For all subsequent work on that site under this contract, the Contractor has a continuing obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment or other work related to this site.

### **B.3 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)**

(a) The estimated cost of this contract is \$ TO BE DETERMINED

(b) The fixed fee is \$ TO BE DETERMINED



(c) The total estimated cost and fixed fee is \$ TO BE DETERMINED

**B.4 OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)**

For the categories listed, direct costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

Period	Item	Base Amount	Optional Amount
-----	-----	-----	-----
BASE Period	ODCs	\$97,815	\$48,900

NOTE: Evaluation of Other Direct Costs is described in the provision at section L.15 (EP 52.215-130).

**B.5 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)**

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \_\_TO BE DETERMINED\_\_\_\_\_ is allotted to cover estimated cost. Funds in the amount of \_\_TO BE DETERMINED\_\_\_\_\_ are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through \_TO BE DETERMINED\_\_\_\_\_.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) The parties agree that if the contractor's incurred costs are less than the total amount allotted to the contract as set forth in paragraph (a) above, the contractor shall only be entitled to receive payment in an amount that represents its allowable incurred costs and the associated fixed fee.

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

**C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment 1.

The Contractor shall perform work under this contract only as directed in work assignments issued by the Contracting Officer.

**C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)**

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b) (1) and (b) (2) may be obtained from:

U.S. Environmental Protection Agency  
Office of Administration  
Facilities Management and Services Division  
Distribution Section  
Mail Code: 3204  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460  
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

#### **C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)**

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and

vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

**SECTION D - PACKAGING AND MARKING**

[For this Solicitation, there are NO clauses in this Section]

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-5	APR 1984	INSPECTION OF SERVICES--COST-REIMBURSEMENT
52.246-8	APR 1984	INSPECTION OF RESEARCH AND DEVELOPMENT-- COST-REIMBURSEMENT

**E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)**

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

U.S. Environmental Protection Agency  
OPPT (7406M)  
1200 Pennsylvania Ave., NW  
Washington, DC 20460

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER ALTERNATE I (APR 1984)

**F.2 REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984) DEVIATION**

The Contractor shall prepare and deliver reports as follows:

- Monthly Technical Progress Reports
- Monthly Invoice
- Workplans for each Work Assignment

Other reports are work assignment specific and will be described in the statement of work for each work assignment.

Monthly Technical Progress Reports (MTPR)

These reports must be submitted in accordance with Section F Clause entitled MONTHLY PROGRESS REPORT (EPAAR 1552.210-72) and shall contain an individual report for each work assignment that includes the following:

- a summary of the work performed for each task during the period
- meetings and deliverables
- problems identified
- work planned for the next reporting period
- deliverables scheduled for the next reporting period
- labor costs invoiced
- itemization of other direct costs invoiced
- estimated expenses for the next reporting period
- breakdown of hours and labor dollars invoiced by each labor category, and for each contractor employee who performed work during that period.

*Number of copies:* 4

*Distribution:*



Three (3) copies to the Project Officer:

U.S. Postal Service:

Fed Ex:

USEPA  
Project Officer's Name  
Mail code: 7406M  
1200 Pennsylvania Avenue  
Washington, DC 20460-0001

USEPA  
Project Officer's Name  
EPA Building East  
Room #5146  
1201 Constitution Avenue  
Washington, DC 20004

One (1) copy to the Contract Specialist:

USEPA  
Contract Specialist's name  
Mail code: 3803R  
USEPA Headquarters  
Ariel Rios Building  
1200 Pennsylvania Avenue, NW  
Washington, DC 20460

*Delivery Schedule:* Within 15 days after the end of the reporting period.

Monthly Invoice

These invoices must be submitted in accordance with Section G Clause entitled SUBMISSION OF INVOICES (EPAAR 1552.232-70) and shall include the following itemization for the contract and for each individual work assignment:

- professional labor costs (by labor category)
- overhead rate(s)
- other direct costs (by each subcategory, ex. Computer, travel, phone, etc.)
- G&A
- Fee
- Total cost and fee
- \$ per hour

*Number of Copies and Distribution:* Same as for the monthly technical progress report

*Delivery Schedule:* Within 21 days of the end of the reporting period

Workplans

Workplans will be required for each individual work assignment. The EPA work assignment manager will describe the requirements and deliverables in a

Statement of Work. The contractor shall prepare a workplan that contains the following:

- detailed description of the technical approach that will be used to accomplish the objectives and prepare the deliverables associated with each task of the work assignment.
- The Task organization that will be used for the work assignment. The contractor shall provide a brief description of each staff member's qualifications and experience the first time that employee is assigned to the contract.
- Subtask budget which provides an allocation of the overall budget (in hours) for each individual subtask
- Schedule of Deliverables
- Conflict of Interest Certification
- Detailed Cost estimate that covers the items required in the monthly invoice.

*Number of Copies and Distribution:*

Same as for the MTPR and Invoice. One of the project officer's copies shall be designated for the EPA Work Assignment Manager. An additional copy shall be provided for the alternate EPA Work Assignment Manager if one has been designated.

*Delivery Schedule:* Within 15 days upon receipt of an approved (by the Contracting Officer) work assignment.

Other required reports

These must be submitted in accordance with Section L Provision entitled Small Business Subcontracting Plan (FAR 52.219-9) and will be distributed as follows:

	<u>No. of Copies</u>	<u>Address</u>
SF294 Summary Subcontract Report for Individual	2	1 copy to OSDBU and 1 copy to Contracting Officer
SF295 Summary Subcontract Report	2	1 copy to OSDBU and 1 copy to Contracting Officer

THE MAILING ADDRESS for the Office of Small Disadvantaged Business Utilization (OSDBU) is:

U.S. EPA

OSDBU (Mail Code 1230-A)  
1200 Pennsylvania Ave., NW  
Washington, DC 20460

**F.3 MONTHLY PROGRESS REPORT (EPAAR 1552.210-72) (JUN 1996)**

(a) The Contractor shall furnish four (4) copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs

(ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 15th day of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

Three (3) copies to the Project Officer:  
USEPA  
OPPT (7406M)  
1200 Pennsylvania Ave., NW  
Washington, DC 20460

One (1) copy to the Contracting Officer:  
USEPA  
OAM/HPOD - Mail Code: 3803R  
1200 Pennsylvania Ave., NW  
Washington, DC 20460

**F.4 USE OF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP 52.210-150)  
(JUN 1991)**

(a) If the Contractor is required under this contract to deliver any of the paper and paper products listed below, all such items delivered shall meet the minimum content standards for recovered materials, postconsumer recovered materials, or waste paper set forth below in paragraph (b).

(1) Recovered materials are defined as waste material and by-products that have been recovered or diverted from solid waste, not including those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(2) Postconsumer recovered materials are defined as waste materials recovered from retail stores, office buildings, homes, and so forth after they passed through their end usage as a consumer item.

(3) Waste paper is defined as all items from the first two categories above in addition to forest residues, and manufacturing and other wastes.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use "High Grade Bleached Printing and Writing Papers" as defined in this clause to produce all progress reports, draft reports, final reports, any other products required to be delivered to the Government under this contract.

**EPA MINIMUM CONTENT STANDARDS FOR SELECTED PAPER  
AND PAPER PRODUCTS**

	Minimum % Recovered Materials	Minimum % Postconsumer Recovered Materials	Minimum % Waste Paper
NEWSPRINT .....			40
HIGH GRADE BLEACHED PRINTING AND WRITING PAPERS:			
Offset printing .....			50
Mimeo and duplicator paper .....			50
Writing (stationery) .....			50

Office paper (e.g., note pads).....	50
Paper for high speed copiers .....	50
Envelopes .....	50
Form bond including computer .....	50
paper and carbonless	
Book papers .....	50
Bond papers .....	50
Ledger .....	50
Cover stock .....	50
Cotton Fiber papers ..... 25.....	50

#### TISSUE PRODUCTS:

Toilet tissue .....	20
Paper towels .....	40
Paper napkins .....	30
Facial tissue .....	5
Doilies .....	40
Industrial wipes .....	0

#### UNBLEACHED PACKAGING:

Corrugated boxes .....	35
Fiber boxes .....	35
Brown papers (e.g. bags).....	5

#### RECYCLED PAPERBOARD:

Recycled paperboard products .....	80
Pad backing .....	90

### **F.5 WORKING FILES (EPAAR 1552.211-75) (APR 1984)**

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

### **F.6 ADVISORY AND ASSISTANCE SERVICES (EPAAR 1552.211-78) (APR 1984)**

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report: (a) name and business address of the contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a sole source acquisition (e) name of the EPA Project Officer and the EPA Project Officer's office identification and location; and (f) date of report.

### **F.7 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)**

The period of performance of this contract shall be from December 1, 2004 through November 30, 2005 exclusive of all required reports.

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)**

(a) The term "fee" in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, "Level of Effort--Cost-Reimbursement Term Contract."

**G.2 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The contractor shall submit the invoice or request for contract financing payment to the following offices/individuals in the contract: the original and two copies to the Accounting Operations office shown in Block 12 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c) (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges

represent the net sum of current charges by cost element for the contract period.

(d)(1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d)(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

### **G.3 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION**

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency  
Chief, Cost and Rate Negotiation Service Center  
Office of Acquisition Management (3802R)  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.



Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center	TO BE DETERMINED
Period	
Rate	
Base	

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center	TO BE DETERMINED
Period	
Rate	
Base	

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

**G.4 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)**

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

TO BE DETERMINED AT TIME OF CONTRACT AWARD

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

**G.5 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)**

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

TO BE DETERMINED

**G.6 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)**

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the Statement of Work.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000)**

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

### **H.2 PRINTING (EPAAR 1552.208-70) (OCT 2000)**

#### *(a) Definitions.*

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

(b) *Prohibition.*

The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is not to allow the duplication of final documents for use by the Agency. In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), so long as such pages do not exceed the maximum image size of 10 $\frac{3}{4}$  by 14 $\frac{1}{4}$  inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress. The intent of the limitation is to allow ``incidental'' duplication (drafts, proofs) under a contract. The intent of the limitation is not to allow the duplication of copies of final documents for use by the Agency or as distributed as instructed by the Agency.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, so long as such pages do not exceed the maximum image size of 10 $\frac{3}{4}$  by 14 $\frac{1}{4}$  inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)  
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

**H.4 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION**

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the

earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

**H.5 LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) (EPAAR 1552.209-74) (MAR 1997) ALTERNATE V (MAY 1994) DEVIATION**

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) The Contractor, during the life of this contract, will be ineligible to enter into a contract, subcontracts with, or have any financial interest in commercial firms in the Chemical Industry, Chemical Manufacturers and the Biotechnology Industry unless otherwise authorized by the Contracting Officer. Such firms include but are not limited to, those which manufacture, buy or sell chemical, biological properties, or genetically engineered chemicals and/or environmental assessment industry, and those firms acting in a consulting or advisory capacity with or for firms trying to overturn or circumvent the regulations which are related to this contract.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this

clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f), unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

#### **H.6 ANNUAL CERTIFICATION (EPAAR 1552.209-75) (MAY 1994)**

The Contractor shall submit an annual conflict of interest certification to the Contracting Officer. In this certification, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to EPA. In addition, in this annual certification, the Contractor shall certify that it has informed its personnel who perform work under EPA contracts or relating to EPA contracts of their obligation to report personal and organizational conflicts of interest to the Contractor. Such certification must be signed by a senior executive of the company and submitted in accordance with instructions provided by the Contracting Officer. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter, until expiration or termination of the contract. The certification must be received by the Contracting Officer no later than 45 days after the close of the certification period covered.



**H.7 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)**

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

0 = Unsatisfactory,  
 1 = Poor,  
 2 = Fair,  
 3 = Good,  
 4 = Excellent,  
 5 = Outstanding,  
 N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

Quality,  
 Cost Control,  
 Timeliness of Performance,  
 Business Relations,  
 Compliance with Labor Standards,  
 Compliance with Safety Standards, and  
 Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);
- (3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;
- (4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and
- (5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

**H.8 OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984) DEVIATION**

The Government has the option to extend the term of this contract for 4 additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

Period	Start Date	End Date
-----	-----	-----
Option Period I	Award Date + 1 year	Award Date + 2 years
Option Period II	Award Date + 2 years	Award Date + 3 years
Option Period III	Award Date + 3 years	Award Date + 4 years
Option Period IV	Award Date + 4 years	Award Date + 5 years

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of:

<u>Period</u>	<u>Level of Effort (Direct Labor Hours)</u>
Option Period I	15,400
Option Period II	15,400
Option Period III	15,400
Option Period IV	15,400

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fees for each option period as follows:

<u>Option Period</u>	<u>Estimated Cost</u>	<u>Fixed Fee</u>	<u>Total</u>
Option Period I			
Option Period II		TO BE DETERMINED	
Option Period III			
Option Period IV			

(d) If this contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased as follows:

<u>Option Period</u>	<u>Base Amt.</u>	<u>Optional Amt.</u>
Option Period I	\$100,261	\$50,367
Option Period II	\$102,767	\$51,878
Option Period III	\$105,337	\$53,434
Option Period IV	\$107,970	\$55,037

#### **H.9 OPTION FOR INCREASED QUANTITY--COST-TYPE CONTRACT (EPAAR 1552.217-73) (JUN 1997)**

(a) By issuing a contract modification, the Government may increase the estimated level of effort by:

<u>Period</u>	<u>Level of Effort (Direct Labor Hours)</u>
Base Period	7,700
Option Period I	7,700
Option Period II	7,700
Option Period III	7,700
Option Period IV	7,700

The Government may issue a maximum of 5 orders to increase the level of effort in multiples of 1,540 hours during any given period.

The estimated cost and fixed fee of each multiple of hours is as follows:

<u>Period</u>	<u>Estimated Cost</u>	<u>Fixed Fee</u>	<u>Total</u>
Base Period			
Option Period I			
Option Period II		TO BE DETERMINED	
Option Period III			
Option Period IV			

(b) When these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost" clause will be modified accordingly.

#### **H.10 MENTOR-PROTEGE PROGRAM (EPAAR 1552.219-70) (OCT 2000)**

(a) The Contractor has been approved to participate in the EPA Mentor-Protege program. The purpose of the Program is to increase the participation of small disadvantaged businesses (SDBs) as subcontractors, suppliers, and ultimately as prime contractors; to establish a mutually beneficial relationship with SDB's and EPA's large business prime contractors (although small businesses may participate as Mentors); to develop the technical and corporate administrative expertise of SDBs which will ultimately lead to greater success in competition for contract opportunities; to promote the economic stability of SDBs; and to aid in the achievement of goals for the use of SDBs in subcontracting activities under EPA contracts.

(b) The Contractor shall submit an executed Mentor-Protege agreement to the contracting officer, with a copy to the Office of Small and Disadvantaged Business Utilization or the Small Business Specialist, within thirty (30) calendar days after the effective date of the contract. The contracting officer will notify the Contractor within thirty (30) calendar days from its submission if the agreement is not accepted.

(c) The Contractor as a Mentor under the Program agrees to fulfill the terms of its agreement(s) with the Protege firm(s).

(d) If the Contractor or Protege firm is suspended or debarred while performing under an approved Mentor-Protege agreement, the Contractor shall promptly give notice of the suspension or debarment to the Office of Small and Disadvantaged Business Utilization and the contracting officer.

(e) Costs incurred by the Contractor in fulfilling their agreement(s) with the Protege firm(s) are not reimbursable on a direct basis under this contract.

(f) In an attachment to Standard Form 294, Subcontracts Report for Individual Contracts, the Contractor shall report on the progress made under their Mentor-Protege agreement(s), providing:

(1) The number of agreements in effect; and

(2) The progress in achieving the developmental assistance objectives under each agreement, including whether the objectives of the agreement have been met, problem areas encountered, and any other appropriate information.

#### **H.11 SMALL DISADVANTAGED BUSINESS TARGETS (EPAAR 1552.219-73) (OCT 2000)**

(a) In accordance with FAR 19.1202-4(a) and EPAAR 52.219-72, the following small disadvantaged business (SDB) participation targets proposed by the contractor are hereby incorporated into and made part of the contract (see cost proposal instructions at Attachment 2 for Agency subcontracting goals):

Contractor Targets	NAICS Major Group	Dollars	Percentage of Total Contract Value
Total Prime			
Contractor			
Targets			
(Including			
joint venture			

partners)				
Total				
Subcontractor				
Targets				

(b) The following specifically identified SDB(s) was (were) considered under the Section M-SDB participation evaluation factor or subfactor (continue on separate sheet if more space is needed):

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_
- (5) \_\_\_\_\_

The contractor shall promptly notify the contracting officer of any substitution of firms if the new firms are not SDB concerns.

(c) In accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting, the contractor shall report on the participation of SDB concerns in the performance of the contract no less than thirty (30) calendar days prior to each annual contractor performance evaluation or as otherwise directed by the contracting officer.

#### **H.12 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)**

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

#### **H.13 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)**

(a) It is the Policy of the Environmental Protection Agency that

historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

**H.14 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION**

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

**H.15 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)**

(a)(1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

#### **H.16 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)**

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

#### **H.17 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)**

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental



Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

#### **H.18 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR 1552.235-76) (APR 1996)**

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of this contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

#### **H.19 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997)**

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI

access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

(1) The Contractor submits a timely written request for an equitable adjustment; and,

(2) The facts warrant an equitable adjustment.

## **H.20 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)**

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental

Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and

technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

#### **H.21 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000) DEVIATION**

It is anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

#### **H.22 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION**

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the

estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

#### **H.23 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)**

(a) The Contractor shall assign to this contract the following key personnel:

Project Leader

(b) During the first twelve (12) months of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial twelve (12) month period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

#### **H.24 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)**

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

#### **H.25 GOVERNMENT - CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUL 1999)**

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relation-ship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within seven (7) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name,

function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within fourteen (14) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

#### **H.26 REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000)**

(a) EPA has a legal obligation under the Rehabilitation Act of 1973, 29 U.S.C. 791, to provide reasonable accommodation to persons with disabilities who wish to attend EPA programs and activities. Under this contract, the contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and final meeting announcements (or similar documents) the following notice:

*It is EPA's policy to make reasonable accommodation to persons with disabilities wishing to participate in the agency's programs and activities, pursuant to the Rehabilitation Act of 1973, 29 U.S.C. 791. Any request for accommodation should be made to the specified registration contact for a particular program or activity, preferably one month in advance of the registration deadline, so that EPA will have sufficient time to process the request.*

(b) Upon receipt of such a request for accommodation, the contractor shall immediately forward the request to the EPA contracting officer, and provide a copy to the appropriate EPA program office. The contractor may be required to provide any accommodation that EPA may approve. However, in no instance shall the contractor proceed to provide an accommodation prior to receiving written authorization from the contracting officer.

(c) The contractor shall insert in each subcontract or consultant agreement placed hereunder provisions that shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

#### **H.27 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)**



The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

**H.28 EPA SPONSORED MEETING, WORKSHOPS, AND CONFERENCES (LOCAL LW-31-15) (DEC 2001)**

If this contract requires contractor support for any EPA-sponsored meetings, workshops, conferences, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. EPA is required to notify GSA when the Agency has a short term need for meeting facilities and such facilities are not available within the Agency. The EPA Project Officer or Work Assignment Manager will determine and advise the contractor when Federal facilities are not available.

Except for contractors, experts, consultants, or subcontractors or other personnel necessary for performance of the work called for by this contract, the cost of travel, food, lodging, etc., for other participants or attendees shall not be allowable costs under this contract. All such required personnel for which costs are being claimed must be approved by the Project Officer.

The cost of beverages, food, refreshments, etc., consumed by participants or attendees at the workshops, meetings, or conferences shall not be an allowable charge under this contract (i.e., refreshments versus per diem or subsistence costs).

Any registration fees must be approved by the Contracting Officer. If approved, fees collected must be accounted for and turned over to the EPA Finance Office. They may not be used to offset any of the cost for performing the contract.

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

NUMBER	DATE	TITLE
52.202-1	DEC 2001	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
52.219-4	JAN 1999	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.219-25	OCT 1999	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -- DISADVANTAGED STATUS AND REPORTING
52.222-3	JUN 2003	CONVICT LABOR
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED

		VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUN 2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT ALTERNATE I (APR 1984)
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.232-17	JUN 1996	INTEREST
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	FEB 2002	PROMPT PAYMENT ALTERNATE I (FEB 2002)
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

#### **I.2 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION**

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

#### **I.3 CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7) (OCT 2003)**

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``DUNS'' or ``DUNS +4'' followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

#### **I.4 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

#### **I.5 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within (30) thirty calendar days.

**I.6 UTILIZATION OF SMALL BUSINESS CONCERNS (FAR 52.219-8) (OCT 2000)**

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) *Definitions.* As used in this contract--

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

#### **I.7 SMALL BUSINESS SUBCONTRACTING PLAN (FAR 52.219-9) (OCT 2001)**

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause--

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.



"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of-

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZONE small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small

business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) the master plan has been approved,

(2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and

(3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with--

(1) the clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) *Standard Form 294, Subcontracting Report for Individual Contracts.* This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) *Standard Form 295, Summary Subcontract Report.* This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

#### **I.8 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

**I.9 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (AUG 2003) ALTERNATE I (AUG 2003)**

(a) Definitions. As used in this clause--

"Priority chemical" means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

"Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

(7) The environmental management system as described in section 401 of E.O. 13148.

**I.10 CONTINUITY OF SERVICES (FAR 52.237-3) (JAN 1991)**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1)

furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a prorated portion of the fee (profit) under this contract.

#### **I.11 SUBCONTRACTS (FAR 52.244-2) (AUG 1998) ALTERNATE II (AUG 1998)**

(a) *Definitions.* As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--



(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

TO BE DETERMINED

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(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required; (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

TO BE DETERMINED

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#### **I.12 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)**

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

**I.13 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (APR 2003) DEVIATION**

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**I.14 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FAR 52.247-67) (JUN 1997)**

(a) (1) In accordance with paragraph (a) (2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible

copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first -tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show --

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

#### **I.15 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

**I.16 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)**

Number	Attachment Title
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1	Statement of Work entitled Chemical Engineering Support and Other Technical Support for EPA's Office of Pollution Prevention and Toxics
2	Technical and Cost Proposal Preparation Instructions
3	Sample Work Assignment 1
4	Sample Work Assignment 2
5	Minimum Standards for Conflict of Interest
6	Client Authorization Letters
7	Past Performance Questionnaire
8	Invoice Preparation Instructions

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN  
FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)**

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal

income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;



☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.3 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)**

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

**K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ havenot ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a 3-year period

preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.5 ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATE-- ADVISORY AND ASSISTANCE SERVICES (FAR 52.209-8) (NOV 1991)**

(a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An offeror notified that it is the apparent successful offeror shall provide the certificate described in paragraph (c) of this provision.

(c) The certificate must contain the following:

- (1) Name of the agency and the number of the solicitation in question.
- (2) The name, address, telephone number, and federal taxpayer

identification number of the apparent successful offeror.

(3) A description of the nature of the services rendered by or to be rendered on the instant contract.

(4) The name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the certification, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable.

(5) A statement that the person who signs the certificate has made inquiry and that, to the best of his or her knowledge and belief, no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract, or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated in writing to the Contracting Officer or his or her representatives.

(6) The signature, name, employer's name, address, and telephone number of the person who signed the certificate.

(d) Failure of the offeror to provide the required certification may result in the offeror being determined ineligible for award. Misrepresentation of any fact may result in the assessment of penalties associated with false certifications or such other provisions provided for by law or regulation.

#### **K.6 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997) DEVIATION**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance  
(Street Address, City,  
State, County, Zip Code)

Name and Address of Owner  
and Operator of the Plant  
or Facility if Other than  
Offeror or Respondent

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#### **K.7 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541690.

(2) The small business size standard is \$6,000,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.8 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)**

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c) (2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [ ] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b) (1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**K.9 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**K.10 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)**

The offeror represents that--

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.11 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)**

The offeror represents that--

(a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.12 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (AUG 2003)**

a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas.

**K.13 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (JUN 2000)**



Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT -- COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed- to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal Official and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_  
Name and Address of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_  
\_\_\_\_\_

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The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_  
 Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

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The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS -- ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

### III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES      ☐ NO

### K.14 BUSINESS OWNERSHIP REPRESENTATION (EPAAR 1552.204-70) (JAN 2001)

The successful awardee should check one or more of the categories below that represents its business ownership and return this information to the contracting officer within ten (10) calendar days after award. Completion of this clause by the successful awardee is voluntary.

"Ownership," as used in this clause, means: (a) At least 51 percent of the concern is owned by one or more individuals from a category listed below; or, in the case of any publicly owned business, at least 51 percent of the stock of the concern is owned by one or more such individuals; and (b) The management and daily business operations of the concern are controlled by one or more such individuals.

#### Ethnicity

- ☐ Hispanic or Latino.
- ☐ Not Hispanic or Latino.

#### Race

- ☐ American Indian, Eskimo, or Aleut.
- ☐ Asian or Pacific Islander.
- ☐ Black or African American.

[ ] White.

**K.15 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72)  
(APR 1984)**

The offeror [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

**K.16 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND  
PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984) DEVIATION**

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line:

\_\_\_\_\_

**K.17 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)**

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.215-1	FEB 2000	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION

**L.2 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (FAR 52.204-6) (OCT 2003)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

**L.3 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (FAR 52.214-7) (NOV 1999)**

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b) (1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is ``late'' and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids

may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

**L.4 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (JUN 2003)**

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

**L.5 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)**

The Government contemplates award of a Cost-Plus-Fixed-Fee contract resulting from this solicitation.

**L.6 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996) DEVIATION**

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Barbara J. Holloway

Hand-Carried Address:

Environmental Protection Agency  
Mail Code: 3803R  
1300 Pennsylvania Avenue, N.W.  
Washington, DC 20004

Mailing Address:

Environmental Protection Agency  
Mail Code: 3803R  
1200 Pennsylvania Avenue, N.W.  
Washington, DC 20460

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.7 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998) DEVIATION**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The

offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>

<http://www.epa.gov/oamrfp12/ptod/epaar.pdf>

#### **L.8 AUTHORIZED DEVIATIONS IN PROVISIONS (FAR 52.252-5) (APR 1984)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the provision.

(b) The use in this solicitation of any Environmental Protection Agency (48 CFR Chapter 15) provision with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

#### **L.9 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984) DEVIATION**

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

#### **L.10 USE OF DOUBLE-SIDED COPYING IN SUBMISSION OF PROPOSALS (EP 52.210-155) (JUL 1990)**

(a) For the purpose of this clause, "double sided copying" means copying two one-sided originals on to the front and back side of one sheet of paper.

(b) Unless otherwise directed by the Contracting Officer, offerors shall use double-sided copying to reproduce all bids or proposals in response to this solicitation.



**L.11 PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-180)  
(AUG 1984)**

For proposal preparation purposes, offerors may assume a contract start date of 12/01/2004 but not that the required effort will be uniformly incurred throughout each contract period.

**L.12 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS (EPAAR 1552.215-73) (AUG 1993) DEVIATION**

The following number of copies of your technical and cost proposals shall be submitted:

Technical Proposal	Original Plus 5 copies
Cost or Pricing Proposal:	Original Plus 5 copies

(a) Technical proposal instructions:

**See Attachment 2**

(b) Cost or pricing proposal instructions:

**See Attachment 2**

In addition to a hard copy of the information, to expedite review of your proposal, you are requested to submit a computer disk containing the financial data required under 1552.215-73(b)(2) through (b)(7), if this information is available using a commercial spreadsheet program on a personal computer. Please indicate the software program used to create this information. Offerors should include the formulas and factors used in calculating the financial data. Although submission of the computer disk will expedite review, failure to submit the disk will not affect consideration of your proposal.

(1) General - Submit cost or pricing information on in accordance with FAR 15.403-5(b)(2) regarding instructions for submission of information other than cost or pricing data (also see the cost proposal preparation instructions in Attachment 2) and the following:

- (i) Clearly identify separate cost or pricing information associated with any:
  - (A) Options to extend the term of the contract;
  - (B) Options for the Government to order incremental quantities; and/or
  - (C) Major tasks, if required by the special instructions.
- (ii) If the contract schedule includes a "Fixed Rates for Services" clause, please provide in your cost proposal a schedule

duplicating the format in the clause and include your proposed fixed hourly rates per labor category for the base and any optional contract periods.

- (iii) Submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

(2) Direct Labor.

- (i) Attach support schedules for each proposed labor category, indicating both proposed hours and rates. All management and support (such as clerical, corporate and day-to-day management) hours and costs proposed to be a direct charge, in accordance with your normal accounting treatment, are to be shown separately from that for the technical effort.
- (ii) Explain the basis of the proposed labor rates, including a complete justification for all judgmental factors used to develop weights applied to your company's category or individual rates that comprise the rates for labor categories specified in the solicitation. This explanation should describe how your technical approach coincides with the proposed costs.
- (iii) Describe for each labor category proposed your company's qualifications and experience requirements. If individual rates are used, provide the employee's name. If specific individuals are identified in the technical proposal, correlate these individuals with the labor categories specified in the solicitation.
- (iv) Provide a matrix summarizing the effort proposed, including the subcontracts, by professional and technical level specified in the solicitation.
- (v) Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (Percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date).
- (vi) State whether any additional direct labor (new hires) will be required during the performance period of this acquisition. If so, state the number required.
- (vii) With respect to educational institutions, include the following information for those professional staff members whose salary is expected to be covered by a stipulated salary support agreement pursuant to OMB Circular A-21.

- (A) Individual's name;
  - (B) Annual salary and the period for which the salary is applicable;
  - (C) List of other research Projects or proposals for which salaries are allocated, and the proportionate time charged to each; and
  - (D) Other duties, such as teaching assignments, administrative assignments, and other institutional activities. Show the proportionate time charged to each. (Show proportionate time charges as a percentage of 100% of time for the entire academic year, exclusive of vacation or sabbatical leave.)
- (3) Indirect costs (overhead, general, and administrative expenses).
- (i) If your rates have been recently approved, include a copy of the rate agreement.
  - (ii) Submit supporting documentation for rates which have not been approved or audited.
- (4) Travel expense.
- (i) If the solicitation specifies the amount of travel costs, this amount is exclusive of any applicable indirect costs and fee.
  - (ii) Attach a schedule illustrating how travel was computed. Include a breakdown indicating number of trips, number of travelers, destination, purpose and cost.
- (5) Subcontracts. Identify the subcontractors. State the amount of service estimated to be required and the quoted daily or hourly rate.
- (6) Equipment, facilities and special equipment, including tooling.
- (i) If direct charges for use of existing contractor equipment are proposed, provide a description of these items.
  - (ii) If equipment purchases are proposed, provide a description of these items, and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds. (Unless specified elsewhere in this solicitation, FAR 45.302-1 requires contractors to furnish all facilities in performance of contracts with certain limited exceptions.)
  - (iii) Identify Government-owned property in the possession of the offeror or proposed to be used in the performance of the contract, and the Government agency which has cognizance over the property.
  - (iv) Submit proposed rates or use charges for equipment, along with documentation to support those rates.

(7) Other Direct Costs (ODC).

- (i) Attach a schedule detailing how other direct costs were computed. Identify the major ODC items that under your accounting system would be a direct charge on any resulting contract.
- (ii) If the solicitation specifies the amount of other direct costs, this amount is exclusive of any applicable indirect cost and fee.
- (iii) If any of the cost elements identified as part of the specified other direct costs are recovered as an indirect cost, in accordance with the offeror's accounting system, those costs should not be included as a direct cost. Complete explanation of this adjustment and the contractor's practice should be provided.
- (iv) Provide dollars per LOE hour on similar contracts or work assignments.

**L.13 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)**

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$25,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least three (3) contracts and subcontracts completed in the last five (5) years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and Email address (if available).
- (i) Program manager/project officer, telephone number, and Email address (if available).
- (j) Administrative Contracting officer, if different from (h)above, telephone number, and Email address (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged

business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with Offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and

producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

#### **L.14 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)**

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than 10 calendar days after the issue date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

#### **L.15 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)**

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

#### **L.16 DEFINITION OF LABOR CLASSIFICATIONS (EP 52.215-120) (FEB 1985)**

Offerors shall use the following labor classifications in preparing their

technical and cost proposals.

(a) Definition of labor classifications. The direct labor hours appearing below are for professional and technical labor only. These hours do not include management at a level higher than the project management and clerical support staff at a level lower than technician. If it is your normal practice to charge these types of personnel as a direct cost, your proposal must include them along with an estimate of the directly chargeable man-hours for these personnel. If this type of effort is normally included in your indirect cost allocations, no estimate is required. However, direct charging of indirect costs on any resulting contract will not be allowed. Additionally, the hours below are the workable hours required by the Government and do not include release time (i.e., holiday, vacation, etc.).

(b) Distribution of level of effort. Submit your proposal utilizing the labor categories and distribution of the level of effort specified below:

<u>Period</u>	<u>Base Amt.</u>	<u>Optional Amt.</u>
Base Period	15,400	7,700
Option Period I	15,400	7,700
Option Period II	15,400	7,700
Option Period III	15,400	7,700
Option Period IV	15,400	7,700

The distribution of the Level of Effort for the specified period is as follows:

BASE PERIOD	Base Amt.	Optional Amt.
PL4	2,460	1,230
PL3	4,310	2,160
PL2	6,170	3,080
PL1	2,460	1,230
Option Period I	Base Amt.	Optional Amt.
PL4	2,460	1,230
PL3	4,310	2,160
PL2	6,170	3,080
PL1	2,460	1,230
Option Period II	Base Amt.	Optional Amt.
PL4	2,460	1,230
PL3	4,310	2,160
PL2	6,170	3,080
PL1	2,460	1,230
Option Period III	Base Amt.	Optional Amt.
PL4	2,460	1,230
PL3	4,310	2,160
PL2	6,170	3,080
PL1	2,460	1,230
Option Period IV	Base Amt.	Optional Amt.
PL4	2,460	1,230
PL3	4,310	2,160
PL2	6,170	3,080
PL1	2,460	1,230

(c) When identifying individuals assigned to the project, specify in which of the above categories the identified individual belongs. If your company proposes an average rate for a company classification, identify the professional or technical level within which each company category falls.

(d) You should also submit the following information (see the cost proposal preparation instructions in Attachment 2):

- 1) A summary proposal for the total contract period
- 2) For each contract period:
  - i) a Summary Proposal
  - ii) a Proposal for the basic quantity
  - iii) a Proposal of the option quantity

#### DEFINITION OF LABOR CLASSIFICATIONS

Offerors shall use the following labor classifications in preparing their technical and cost proposals:

##### PROFESSIONAL

(1) Level 4 - Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally operates with wide latitude for unreviewed action.

Typical Title: Project Leader, Chief Engineer  
Normal Qualifications: Ph.D. Degree or equivalent; and  
Experience: 10 years or more

(2) Level 3 - Under general supervision of project leader, plans, conducts and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistance, reviews progress and evaluates results; makes changes in methods, design or equipment where necessary. Operates with same latitude for unreviewed action or decision.

Typical Title: Project Engineer, Group Leader  
Normal Qualifications: Masters Degree or equivalent; and  
Experience: 6-12 years

(3) Level 2 - Under supervision of a senior or project leader, carries out assignments associated with projects. Translates technical guidance received from supervisor into usable data applicable to the particular assignment coordinates the activities of juniors or technicians. Work assignments are varied and require some originality and ingenuity.

Typical Title: Engineer, Analyst  
Normal Qualifications: B.S. Degree or equivalent; and  
Experience: 3-8 years

(4) Level 1 - Lowest or entering classification. Works under close supervision



of senior or project leader. Gathers and correlates basic data and performs routine analyses. Works on less complicated assignments where little evaluation is required.

Typical Title: Junior, Associate

Normal Qualifications: B.S. Degree or equivalent; and

Experience: 0-3 years

#### Experience/Qualifications Substitutions

(1) Any combination of additional years of experience in the proposed field of expertise plus full time college level study in the particular field totaling four (4) years will be an acceptable substitute for a B.S. Degree.

(2) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling two (2) years will be an acceptable substitute for a Masters Degree.

(3) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling four (4) years or a Masters Degree plus two (2) years of either additional experience or graduate level study in the proposed field of expertise will be an acceptable substitute for a Ph.D. Degree.

(4) Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a one-for-one basis.

#### TECHNICIAN

(1) Level 3 - Performs nonroutine and complex assignments. Works under general supervision of a scientist or engineer. Performs experiments or tests which may require nonstandard procedures and complex instrumentation. Records, computes and analyzes test data prepares test reports. May supervise lower level technicians.

Typical Title: Senior Technician

Experience: 6 years or more

(2) Level 2 - Performs assignments that are normally standardized. Operates testing or processing equipment of moderate complexity. May construct components or subassemblies of prototype models. May troubleshoot malfunctioning equipment and make simple repairs. Extracts and processes test data.

Typical Title: Technician

Experience: 2-6 years

(3) Level 1 - Performs simple and routine tasks or tests under close supervision. Records test data and may prepare simple charts or graphs. Performs routine maintenance and may install or set up test equipment.

Typical Title: Junior Technicians, Technician Trainee Experience: 0-2 years

#### Experience/Qualifications Substitutions

(1) Any combination of additional years of experience in the proposed field of expertise plus full time college level study in the particular field totaling four (4) years will be an acceptable substitute for a B.S. Degree.

(2) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling two (2) years will be an acceptable substitute for a Masters Degree.

(3) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling four (4) years or a Masters Degree plus two (2) years of either additional experience or graduate level study in the proposed field of expertise will be an acceptable substitute for a Ph.D. Degree.

(4) Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a one-for-one basis.

#### **L.17 EVALUATION OF OTHER DIRECT COSTS (EP 52.215-130) (APR 1984)**

For evaluation purposes, offerors shall propose the following amounts for the Base Period. If it is normal practice to treat these costs as indirect exclude the appropriate amount(s) and why the cost was excluded.

Period	Item	Base Amt.*	Optional Amt.*
Base	ODC	\$ 97,815	\$48,900
Option I	ODC	\$100,261	\$50,367
Option II	ODC	\$102,767	\$51,878
Option III	ODC	\$105,337	\$53,434
Option IV	ODC	\$107,970	\$55,037

\*Exclusive of G&A

Note: For the "Other Direct Cost" (ODC) line items listed in the schedule and below, cost in excess of the following amounts are not allowable as a direct charge to this contract without the prior written consent of the Contracting Officer, and a modification to the basic contract to increase the "Other Direct Cost" clause. "Other Direct Cost" may include local and long distance travel; ground transportation; courier/messenger service/postage; computer related expenses including databases, on-line searches; reproduction; supplies other than those office consumables required for the normal conduct of business; communications; and other miscellaneous direct cost.

No subcontractors or consultants shall be included in the Other Direct Cost. No Labor Hours (Professional, Technical or Clerical) shall be included in Other Direct Cost.

#### **L.18 PROCEDURES FOR PARTICIPATION IN THE EPA MENTOR-PROTEGE PROGRAM (EPAAR 1552.219-71) (OCT 2000) DEVIATION**

(a) This provision sets forth the procedures for participation in the EPA Mentor-Protege Program (hereafter referred to as the Program). The purpose of

the Program is to increase the participation of concerns owned and/or controlled by socially and economically disadvantaged individuals as subcontractors, suppliers, and ultimately as prime contractors; to establish a mutually beneficial relationship between these concerns and EPA's large business prime contractors (although small businesses may participate as Mentors); to develop the technical and corporate administrative expertise of these concerns, which will ultimately lead to greater success in competition for contract opportunities; to promote the economic stability of these concerns; and to aid in the achievement of goals for the use of these concerns in subcontracting activities under EPA contracts. If the successful offeror is accepted into the Program they shall serve as a Mentor to a Protege firm(s), providing developmental assistance in accordance with an agreement with the Protege firm(s).

(b) To participate as a Mentor, the offeror must receive approval in accordance with paragraph (h) of this section.

(c) A Protege must be a concern owned and/or controlled by socially and economically disadvantaged individuals within the meaning of section 8(a)(5) and (6) of the Small Business Act (15 U.S.C. 673(a)(5) and (6)), including historically black colleges and universities. Further, in accordance with Public Law 102-389 (the 1993 Appropriation Act), for EPA's contracting purposes, economically and socially disadvantaged individuals shall be deemed to include women.

(d) Where there may be a concern regarding the Protege firm's eligibility to participate in the program, the protege's eligibility will be determined by the contracting officer after the SBA has completed any formal determinations.

(e) The offeror shall submit an application in accordance with paragraph (k) of this section as part of its proposal which shall include as a minimum the following information.

(1) A statement and supporting documentation that the offeror is currently performing under at least one active Federal contract with an approved subcontracting plan and is eligible for the award of Federal contracts;

(2) A summary of the offeror's historical and recent activities and accomplishments under any disadvantaged subcontracting programs. The offeror is encouraged to include any initiatives or outreach information believed pertinent to approval as a Mentor firm;

(3) The total dollar amount (including the value of all option periods or quantities) of EPA contracts and subcontracts received by the offeror during its two preceding fiscal years. (Show prime contracts and subcontracts separately per year);

(4) The total dollar amount and percentage of subcontract awards made to all concerns owned and/or controlled by disadvantaged individuals under EPA contracts during its two preceding fiscal years. If recently required to submit a SF 295, provide copies of the two preceding year's reports;

(5) The number and total dollar amount of subcontract awards made to the identified Protege firm(s) during the two preceding fiscal years (if any).

(f) In addition to the information required by paragraph (e) of this section, the offeror shall submit as a part of the application the following information for each proposed Mentor-Protégé relationship:

(1) Information on the offeror's ability to provide developmental assistance to the identified Protégé firm and how the assistance will potentially increase contracting and subcontracting opportunities for the Protégé firm.

(2) A letter of intent indicating that both the Mentor firm and the Protégé firm intend to enter into a contractual relationship under which the Protégé will perform as a subcontractor under the contract resulting from this solicitation and that the firms will negotiate a Mentor-Protégé agreement. The letter of intent must be signed by both parties and contain the following information:

(i) The name, address and phone number of both parties;

(ii) The Protégé firm's business classification, based upon the NAICS code(s) which represents the contemplated supplies or services to be provided by the Protégé firm to the Mentor firm;

(iii) A statement that the Protégé firm meets the eligibility criteria;

(iv) A preliminary assessment of the developmental needs of the Protégé firm and the proposed developmental assistance the Mentor firm envisions providing the Protégé. The offeror shall address those needs and how their assistance will enhance the Protégé. The offeror shall develop a schedule to assess the needs of the Protégé and establish criteria to evaluate the success in the Program;

(v) A statement that if the offeror or Protégé firm is suspended or debarred while performing under an approved Mentor-Protégé agreement the offeror shall promptly give notice of the suspension or debarment to the EPA Office of Small Disadvantaged Business Utilization (OSDBU) and the contracting officer. The statement shall require the Protégé firm to notify the Contractor if it is suspended or debarred.

(g) The application will be evaluated on the extent to which the offeror's proposal addresses the items listed in paragraphs (e) and (f) of this section. To the maximum extent possible, the application should be limited to not more than 10 single pages, double spaced. The offeror may identify more than one Protégé in its application.

(h) If the offeror is determined to be in the competitive range, or is awarded a contract without discussions, the offeror will be advised by the contracting officer whether their application is approved or rejected. The contracting officer, if necessary, may request additional information in connection with the offeror's submission of its revised or best and final offer. If the successful offeror has submitted an approved application, they shall comply with the clause titled "Mentor-Protégé Program."

(i) Subcontracts of \$1,000,000 or less awarded to firms approved as Protégés under the Program are exempt from the requirements for competition set forth in FAR 44.202-2(a)(5), and 52.244-5(b). However, price reasonableness must still be determined and the requirements in FAR 44.202-2(a)(8) for cost and price

analysis continue to apply.

(j) Costs incurred by the offeror in fulfilling their agreement(s) with a Protege firm(s) are not reimbursable as a direct cost under the contract. Unless EPA is the responsible audit agency under FAR 42.703-1, offerors are encouraged to enter into an advance agreement with their responsible audit agency on the treatment of such costs when determining indirect cost rates. Where EPA is the responsible audit agency, these costs will be considered in determining indirect cost rates.

(k) Submission of Application and Questions Concerning the Program. The application for the Program for Headquarters and Regional procurements shall be submitted to the contracting officer, and to the EPA OSDBU at the following address:

Socioeconomic Business Program Officer,  
Office of Small and Disadvantaged Business Utilization,  
U.S. Environmental Protection Agency,  
Ariel Rios Building (1230A),  
1200 Pennsylvania Avenue, NW,  
Washington, DC 20460,  
Telephone: (202) 564-4322,  
Fax: (202) 565-2473.

The application for the Program for RTP procurements shall be submitted to the contracting officer, and to the Small Business Specialist at the following address:

Small Business Program Officer,  
RTP Procurement Operations Division (E105-02),  
U.S. Environmental Protection Agency,  
Research Triangle Park, NC 27711,  
Telephone: (919) 541-2249,  
Fax: (919) 541-5539.

The application for the Program for Cincinnati procurements shall be submitted to the contracting officer, and to the Small Business Specialist at the following address:

Small and Disadvantaged Business Utilization Officer,  
Cincinnati Procurement Operations Division (CPOD-Norwood),  
U.S. Environmental Protection Agency,  
26 West Martin Luther King Drive,  
Cincinnati, OH 45268,  
Telephone: (513) 487-2024  
Fax: (513) 487-2004.

**L.19 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM (EPAAR 1552.219-72)  
(OCT 2000)**

(a) Section M of this solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the performance of the contract. The nature of the evaluation of an SDB offeror under this evaluation factor or subfactor is dependent upon whether the SDB concern qualifies for the price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small

Disadvantaged Business Concerns and whether the SDB concern specifically waives this price evaluation adjustment.

(b) In order to be evaluated under the source selection factor or subfactor, an offeror must provide, with its offer, the following information:

(1) The extent of participation of SDB concerns in the performance of the contract in terms of the value of the total acquisition. Specifically, offerors must provide targets, expressed as dollars and percentages of the total contract value, for SDB participation in the applicable and authorized North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. Total dollar and percentage targets must be provided for SDB participation by the prime contractor, including team members and joint venture partners. In addition, total dollar and percentage targets for SDB participation by subcontractors must be provided and listed separately;

(2) The specific identification of SDB concerns to be involved in the performance of the contract;

(3) The extent of commitment to use SDB concerns in the performance of the contract:

(4) The complexity and variety of the work the SDB concerns are to perform; and

(5) The realism of the proposal to use SDB concerns in the performance of the contract.

(c) An SDB offeror who waives the price evaluation adjustment provided in FAR 52.219-23 shall provide, with their offer, targets, expressed as dollars and percentages of the total contract value, for the work that it intends to perform as the prime contractor in the applicable and authorized North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. All of the offeror's identified targets described in paragraphs (b) and (c) of this clause will be incorporated into and made part of any resulting contract.

**L.20 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)**

This new procurement is being processed as follows:

(a) Type of set-aside: No Applicable Set-Aside

(b) 8(a) Program: Not Applicable

**L.21 SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)**

As part of the initial offer, offerors shall submit a subcontracting plan as called for by FAR 52.219-9.

**L.22 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999)**

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

**L.23 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-75) (APR 1996)**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Toxic Substances Control Act (TSCA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "TSCA Confidential Business Information Security Manual." These procedures include applying for TSCA CBI access authorization for each individual working under the contract who will have access to TSCA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-78 that are appropriate to the activities set forth in the contract.

Until EPA has inspected and approved the Contractor's facilities, the Contractor may not be authorized for TSCA CBI access away from EPA facilities.

**L.24 DISCLOSURE REQUIREMENTS FOR ORGANIZATIONAL CONFLICTS OF INTEREST (LOCAL LC-09-03) (DEC 2001) DEVIATION**

a) The proposed contract requires that the contractor provide Chemical Engineering Support for Regulatory Action. An offeror shall specifically disclose whether they have any business or financial relationships with Chemical Industry, Chemical Manufacturers and Biotechnology Industry or whether they are performing any work that potentially conflicts with work under this contract for EPA or other Government agencies.

b) Section K Provision entitled ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72), requires the offeror to certify whether it is or is not aware of any potential organizational conflict of interest (COI). If the offeror is aware of a conflict, then Section L Provision entitled ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70), requires the offeror to provide a disclosure statement in its proposal describing all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and any directors, or any proposed consultant or subcontractors) may have a potential organizational conflict of interest. Firms responding to this solicitation are required to disclose any such business or financial relationships. The disclosure statement must address and identify any actual or potential organizational COI within the offeror's entire corporate organization, including parent company, sister companies, affiliates, and subsidiaries. In addition to identifying potential organizational COI, the disclosure statement shall describe how any such conflict can be avoided, neutralized, or mitigated. Also, the contractors COI Plan shall describe the process by which the contractor will ascertain whether any actual or

potential COI exist within its own company and all identified organizational relationships. The EPA contracting officer will determine an offeror's eligibility for award based on the information provided in the disclosure statement.

(c) The Agency has determined that firms directly engaged in or having significant business or financial relationships with Chemical Industry, Chemical Manufacturers and Biotechnology Industry may have a significant actual or potential organizational conflict of interest in relation to the requirements of this solicitation. In addition, the Agency has determined that firms that provide consulting and/or technical services related to Chemical Industry, Chemical Manufacturers and Biotechnology Industry may present significant actual or potential COI concerns.

(d) The purpose of requiring the information covered by Paragraph (b) above is to provide the Agency with an opportunity to assess its vulnerabilities relative to organizational COI with respect to individual offerors prior to award. The Agency recognizes that there exists a need for firms to gain the requisite experience necessary to fulfill the requirements of the proposed contract and that such experience is often gained through provision of consulting or related technical services to Chemical Industry, Chemical Manufacturers and Biotechnology Industry. Accordingly, the fact that a firm has worked, is working, or plans to work for Chemical Industry, Chemical Manufacturers and Biotechnology Industry, will not necessarily disqualify the firm from consideration for award on the basis of significant or potential COI. There is no precise formula for determining whether a firm's business or financial relationships or its past, present, or future effort performing similar to this requirement statement of work would result in a determination by the contracting officer that award to a particular offeror would not be in the best interest of the Government due to organizational COI concerns. Each offeror will be evaluated individually on the basis of the information disclosed pursuant to the requirements of this provision and upon the adequacy of the offeror's plan for avoiding, neutralizing, or mitigating such conflicts. In summary, the Agency is seeking a technically qualified firm which can demonstrate that its activities and relationships will not impact its ability to provide unbiased work products to the Agency under the proposed contract.

#### **L.25 ORGANIZATIONAL CONFLICT OF INTEREST PLAN (RACS-L-96-4)**

(a) The offeror shall submit, along with its cost proposal, an Organizational Conflict of Interest Plan which outlines the procedures in place to avoid, neutralize or mitigate conflicts of interest (COI), whether actual or potential, throughout the period of contract performance. The plan shall address, step by step, the checks and balances in place to detect and report potential or actual conflicts of interest at the organizational or personal level. These conflicts of interest could result from various business activities including: a) issuance of work assignments; b) performance of work in the past, present, or future for a former, current or future client; or c) corporate relationships including your firm's ownership of acquisition of or by another business entity. The plan shall not be limited to these areas but should be as comprehensive as possible. If the COI Plan is revised during the contract performance, the revisions shall be reported to the Contracting Officer within 45 calendar days of the revision effective date.

(b) The purpose of the Conflict of Interest Plan is to insure that the Contractor has procedures in place to identify and report conflicts of interest



to the Government in accordance with the provisions of the contract.

**SECTION M - EVALUATION FACTORS FOR AWARD****M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990) DEVIATION**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

**M.2 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999) DEVIATION**

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

**M.3 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)**

(a) The Government will make award to the responsible offeror whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price. Per FAR Clause 52.215-1(f)(4), the Government intends to evaluate proposals and award a contract without discussions with offerors. Please read the complete clause for full details.

(b) Evaluation factors and significant subfactors to determine quality of product or service. Proposals will be evaluated based on the information presented in the written proposals and on past performance information obtained by the Government. Such information will demonstrate to the evaluators the offeror's qualifications in regard to the evaluation factors set forth below, which are to be evaluated and weighted as set forth below:

### Evaluation Factors

1. Technical Capability
2. Qualifications of Personnel
3. Past Performance
4. Corporate Qualifications and Experience
5. Management Plan
6. Small Disadvantaged Business Participation

The Clause Technical Proposal Instructions are hereby incorporated by reference into the evaluation factors.

#### **1. Technical Capability (40 points)**

##### *1. Understanding of the Statement of Work (20 points)*

- Demonstrated understanding of the requirements of the statement of work
- The technical proposal shall also address how the contractor will accomplish the tasks set out in the statement of work.

##### *2. Sample Work Assignments (20 points) - See Attachments 7 and 8*

- a. Sample Work Assignment #1 (Attachment 7) (10 pts) - Exposure and Release Assessment
- b. Sample Work Assignment #2 (Attachment 8) (10 pts) - Program a Generic Scenario into ChemSTEER

The purpose of these sample work assignments is to provide illustrations of how the offeror would approach accomplishing typical tasks that OPPT may ask of its contractor.

For each sample work assignments, the offeror shall provide a sample workplan that describes its proposed strategy for accomplishing the objective and tasks. The workplan should list the tasks to be performed, the method for accomplishing the task, the schedule, and the staffing necessary to perform the work. The staffing plan should indicate the labor classification of the staff who will perform the work. The workplan should also include an estimate of the total labor hours, the hours for each labor category, and an estimate of the other direct costs.

The sample work plans shall be submitted using the format identified in this solicitation clause F.2, Reports Of Work and will be evaluated according to the following criteria:

- soundness of technical approach and understanding of problems associated with the task
- adequacy of project staffing and management plan
- degree to which the proposed schedule is realistic and comprehensive within a multi-task and short time tasking environment.

#### **2. Qualifications of Personnel (35 pts total)**

**See Section L provision 52.215-170 entitled DEFINITION OF LABOR CLASSIFICATIONS for descriptions of labor classifications and experience/qualification substitutions.**

The offeror's proposal will be evaluated for the qualifications, experience

and availability of the personnel who will work on the contract. Key factors include:

1. *Relevant experience (9 pts)*

- employees with actual work experience relevant to the statement of work (as a direct employee of the company) in companies that manufacture and use chemicals subject to TSCA
- employees with consultant experience relevant to the statement of work with companies that manufacture and industries that use chemicals subject to TSCA. Depth and breadth of that experience including actual site visits.
- past experience in performing work similar to that described in the tasks of the statement of work. Examples include exposure and release assessment, industrial hygiene monitoring, pollution prevention assessment, development of computerized methods for environmental assessment, and development of technical training materials.
- understanding of EPA regulatory programs, especially programs and regulations under TSCA

2. *Academic Background and other Key Skills Areas (7 pts)*

- Degrees in chemical engineering from an accredited university will be given highest weight
- Industrial hygiene qualifications such as masters degree in industrial hygiene and CIH license
- PE license
- computer skills (especially experience with programming, database and presentation software)

3. *Availability (7 pts)*

- number of staff who are available to work on this contract
- estimate of the staff's availability (expressed as % of their time)
- ability of offeror to meet the on-site requirement of Task 1 of the Statement of Work
- ability of offeror to meet with EPA staff at EPA HQ location on short notice

4. *Mix of Labor Levels (7 pts)*

The capability of the offeror to provide chemical engineers and other qualified personnel with a good mix of labor levels to staff the contract (PL1, PL2, PL3, PL4 - see Section L provision 52.215-70 entitled DEFINITION OF LABOR CLASSIFICATIONS for descriptions of labor classifications).

5. *Technical Diversity (5pts)*

The capability of the offeror to provide support in other key technical areas such as computer programming, database development, mathematical modeling, environmental engineering, biochemical engineering, chemodynamics, risk assessment, chemistry, economics, biology, environmental science, and toxicology.

3. **Past Performance: (10 points)**

The Government will evaluate the merits of each Offeror's past performance on the basis of its reputation with its former customers and others for the following:

1. Quality of Product or Service
2. Timeliness of Performance
3. Effectiveness of Management (including subcontractors)
4. Initiative in Meeting Requirements
5. Response to Technical Direction
6. Responsiveness to Performance Problems
7. Compliance with Cost Estimates
8. Customer Satisfaction
9. Overall Performance

**4. Corporate Qualifications and Experience (5 pts)**

The government will review the offeror's qualifications and experience as a company as it relates to the work covered by the statement of work. The offeror's past and current experiences in performing similar work will be evaluated.

Offerors will be evaluated on the extent to which they demonstrate access to facilities and information needed to perform the contract, including staff access to computer resources and to on-line and other information resources.

**5. Management Plan (5 pts)**

The government will review the offeror's plan to ensure flexible and responsive management of the contract as well as customer satisfaction. This will include the procedures for quality control review of products prior to delivery to the Agency.

**6. Small Disadvantaged Business Participation (5 pts)**

Offerors will be evaluated in accordance with the Section M provision 1552.219-74 entitled SMALL DISADVANTAGED BUSINESS PARTICIPATION EVALUATION FACTOR.

**M.4 SMALL DISADVANTAGED BUSINESS PARTICIPATION EVALUATION FACTOR (EPAAR 1552.219-74) (OCT 2000)**

Under this factor [or subfactor, if appropriate], offerors will be evaluated based on the demonstrated extent of participation of small disadvantaged business (SDB) concerns in the performance of the contract in each of the authorized and applicable North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. As part of this evaluation, offerors will be evaluated based on:

(1) The extent to which SDB concerns are specifically identified to participate in the performance of the contract;

(2) The extent of the commitment to use SDB concerns in the performance of the contract (enforceable commitments will be weighed more heavily than nonenforceable commitments);

(3) The complexity and variety of the work the SDB concerns are to perform under the contract;

(4) The realism of the proposal to use SDB concerns in the performance of the contract; and

(5) The extent of participation of SDB concerns, at the prime contractor and subcontractor level, in the performance of the contract (in the authorized and applicable NAICS Industry Subsectors in terms of dollars and percentages of the total contract value.

**M.5 EVALUATION OF CONFLICT OF INTEREST PLAN (RACS-M-96-1)**

The conflict of interest plan as described in L.23 will be evaluated as acceptable or unacceptable. Notwithstanding the evaluation of an offeror with respect to the technical evaluation criteria or the evaluation of an offeror's cost, an offeror that submits a plan that is ultimately unacceptable after the completion of negotiations will not be eligible for a contract award.

ATTACHMENT 1

CHEMICAL ENGINEERING SUPPORT

## STATEMENT OF WORK

**TITLE:** Chemical Engineering Support and Other Technical Support for  
EPA's Office of Pollution Prevention and Toxics

### BACKGROUND AND OBJECTIVES

The Office of Pollution Prevention and Toxics (OPPT) of the Environmental Protection Agency (EPA) is responsible for work under a number of statutes including the Toxic Substances Control Act (TSCA), and the Pollution Prevention Act of 1990 (PPA). Key programs managed by OPPT include the new chemicals and existing chemicals review programs. The Office also provides technical support to regulatory programs managed by other offices such as the Office of Solid Waste and Emergency Response (OSWER).

The activities of the Office require a number of different types of analyses including assessments of hazard, exposure, risk, pollution prevention opportunities and the economic impact of proposed regulatory actions. The Chemical Engineering Branch (CEB) is one of several groups within the Office that provides technical support to these programs. CEB's areas of expertise include the characterization of methods for manufacturing and using industrial chemicals; and assessments of the potential for occupational exposure and environmental releases resulting from these industrial operations. CEB also identifies methods for reducing the potential for exposure and environmental release. These analyses help the Office to better understand the risks from the chemicals being evaluated and to make decisions on appropriate actions to take.

CEB's mission includes the development and refinement of tools for assessing occupational exposure, environmental release and pollution prevention opportunities. Additionally, there is a significant outreach component as CEB seeks to have these tools reviewed by experts outside the Agency and be available for use by industry, academia, other environmental organizations, and the general public.

The purpose of this contract is to obtain technical support in these areas to assist CEB in providing support to the various activities of OPPT.

### SCOPE

The contractor shall provide engineering support services which include assessments of occupational exposure, environmental release, assessment of control technologies for reducing exposure and environmental release, pollution prevention opportunities, hazard, risk and economic impact of proposed regulatory actions in support of the CEB mission as well as potentially supporting other branches within OPPT in areas defined in the following tasks. The contractor shall provide support in the development of methodologies and computerized tools for use in preparing these assessment. The contractor shall provide assistance in outreach activities including the Peer Review of CEB work products and their dissemination to interested parties outside the Agency.

The contractor shall designate a project manager who can serve as a single point of contact for technical matters. This individual should have a chemical engineering degree and have sufficient experience and background to respond to EPA inquiries in all the areas covered by the statement of work.



## **DELINEATION OF TASKS**

This statement of work includes both performance-based tasks and level-of-effort based tasks. Each performance-based task listed in the SOW also includes its performance measures.

For Work Assignments that involve the collection, evaluation, and use of environmental data by and for the Agency, the contractor shall implement a quality system that meets ANSI standard E4-1994 and prepare a quality assurance (QA) project plan for each specific task following OPPT/EPA guidelines.

EPA ORDER 2100.1 of January 14, 2002, entitled "Accessible Electronic and Information Technology" requires the U.S. EPA to procure electronic information technology (EIT) services and supplies that conform to the accessibility standards outlined in Section 508 of the Rehabilitation Act of 1973 as Amended in 1998. In the performance of this Contract and all Work Assignments issued against this Contract, the Contractor shall comply with all requirements of the EPA ORDER and the Rehabilitation Act as well as any accessibility standards applicable for EIT services and supplies. Additional guidance and/or technical direction is available from the PO.

Work for Task 1 will need to be done at EPA Headquarters (EPA Building East, 1201 Constitution Avenue, Washington, DC), for reasons discussed below in the Task description. Generally, work for all other tasks will be done off-site after an initial kick-off meeting. Several of the work assignments may involve travel to industrial sites (Task 11) or to conferences and seminars for providing outreach support (Task 10). Authorized travel will be specified in the work assignments.

### **Performance-Based Tasks**

#### **Task 1: Preparation of Draft Initial Review Engineering Reports**

##### **Background**

Section 5 of the Toxic Substances Control Act (TSCA) requires companies to submit a Premanufacture Notification (PMN) or Low Volume Exemption (LVE) at least 90 days prior to commercial production (including importation) of any chemical that is not already on the TSCA Inventory of Chemicals In Commerce (i.e., "existing chemicals").

The Chemical Engineering Branch (CEB) is responsible for preparing occupational exposure and environmental releases assessments of new chemicals under Section 5 of TSCA. These will include Pre-Manufacture Notices (PMN) Submissions, Low Volume Exemptions (LVE), and Test Market Exemptions (TME). Due to the nature of the review process, a quick turnaround (generally within a few days of receipt of the information from the EPA developed chemistry and hazard reports) is required.

The CEB work product is an Initial Review Engineering Report (IRER). These are screening-level assessments of occupational exposures and environmental releases for new chemical submissions submitted to EPA under TSCA. The assessments are based on readily available information. This will include information provided by the company in the submission, information obtained from telephone conversations with the submitter technical contact, assessments on past cases that are analogous to the case being reviewed, CEB's Generic scenarios, other models and assessment policies developed by CEB, readily available reference materials, other sources identified by the contractor, and professional engineering judgement.

Data on past cases is in an existing database that will be available to the contractor. Maintenance and updating of this database is done through task 5 of this contract Statement of Work. CEB's generic scenarios are available in

electronic and hard copy form. The IRER is CEB's input to the screening-level decision meeting, called the Focus meeting, in EPA/OPPT's New Chemicals Review Process.

## Objectives

The objective of this task is to provide chemical engineering support to the Chemical Engineering Branch (CEB) under the Toxic Substances Control Act (TSCA) by preparing draft Initial Review Engineering Reports (IRERs) for new chemicals EPA reviews under TSCA. The IRERs shall be prepared in accordance with procedures specified in a Quality Assurance Project Plan developed by the contractor and approved by EPA. The draft IRERs shall be submitted to EPA/CEB for final review and approval. The reviewed product will be CEB's input to the OPPT New chemical Review process.

## Task Description

The contractor shall conduct work for this task in accordance with the procedures for handling TSCA Confidential Business Information (TSCA CBI). This will include obtaining TSCA CBI clearances for appropriate personnel. Because this work assignment requires access to the TSCA CBI LAN system, work must be performed on-site at EPA headquarters. Due to security precautions, the LAN can only be accessed at EPA Headquarters. The contractor will also need to access TSCA CBI at the Confidential Business Information Center located at the EPA East Building at 1201 Constitution Avenue. The contractor will be provided with working space that will include computers connected to the CBI LAN and phones connected to the FTS2000 network.

The Contractor shall assess the validity of the information provided in the submission and prepare assessments of occupational exposures and environmental releases. See Attachment A for a standard IRER report form. The contractor will be tasked to prepare approximately 900 to 1000 draft IRERs per year. Cases will be typically assigned on Fridays and Tuesdays by the EPA Work Assignment Manager. The contractor will be notified by E-mail. Generally, the contractors will then work on Mondays and Wednesdays to complete the assigned cases. Generally, as few as 4 and as many as 12 cases will be assigned. Each case is expected to be completed in 2 hours or less on average. An additional requirement of this work assignment is that the work assignment be staffed by personnel with a Chemical Engineering degree.

In order to complete the cases, the contractor shall do the following.

- Prepare engineering reports using the Chemical Screening Tool for Exposures and Environmental Releases (ChemSTEER). ChemSTEER is a software package that integrates CEB's methodologies for estimating occupational exposures and environmental releases. The contractor will be supplied the most current version of the software (the most recent publicly available version may be accessed through EPA's Exposure website ([www.epa.gov/opptintr/exposure](http://www.epa.gov/opptintr/exposure))) as well as other relevant documentation.
- Evaluate methods used to manufacture, process and use the new chemical, in order to assist in identifying potential occupational exposure and environmental release points.
- Estimate occupational exposure (e.g., frequency, duration and magnitude) and environmental release (e.g., frequency and magnitude of releases to treatment, type of treatment and/or environmental media).
- Report information on use and effectiveness of controls, including personal protective equipment and engineering controls, for reducing exposures and releases.
- Collect and report the physical/chemical properties (e.g., chemical name/category, vapor pressure, water

solubility and molecular weight) from the Industrial Chemistry Branch's (ICB's) Chemistry Report (CRSS).

- Collect and report the health and ecotoxicity ratings and concerns from the Structure Activity Team (SAT) report. This report will identify which analyses are required from CEB for both occupational exposure (dermal, inhalation) and environmental release (air, water, landfill, incineration)
- Contact the submitter to obtain additional information not contained in the PMN or LVE submission and/or seeking clarification on information submitted as needed in order to assist in the preparation of the IRER.
- Report critical information from PMN or LVE submission (e.g., production volume; intended uses; number of manufacturing, processing and use sites; number of workers exposed; number of operating days per year during manufacturing, processing and use; amount of PMN or LVE released to the environment; batch sizes and daily amount produced, consumed and/or used in each step in the lifecycle of the new chemical).
- Develop and present a description of process flow for manufacturing, processing and use of the PMN or LVE substance.
- Estimate the number of sites, the number of workers; annual days per year exposed to the PMN or LVE substance; occupational exposures (e.g., inhalation and dermal doses in mg/day) and environmental releases to all media (e.g., water, incineration, landfill, air and underground injection in kg/site-day including the frequency of release (in days/yr)) for manufacturing, processing and use of the PMN or LVE substance.
- Report any critical information on pollution prevention, as provided in the submission.
- Document and report all assumptions, uncertainties, references used and telephone contacts with the submitter.

### Performance Measures

Under TSCA, EPA has limited time to complete reviews of new chemical submissions (90 days for PMN cases and 30 days for L cases). The initial screening phase of the review is completed early in the review. It is critical that CEB's work products are completed quickly, efficiently and of good quality to help facilitate the overall review of the new chemical submission. Performance standards are focused on these objectives.

Performance Standard	Acceptable Quality Level	Surveillance Method
Efficiency	- Average of 2 hours per case or less per reporting period	Random check to confirm contractor reporting
Timeliness	- Greater than 90% of cases completed on time	100% check
Quality	- Greater than 90% of cases prepared per reporting period of acceptable quality	100% check

### Inspection and Acceptance Criteria

At the end of each IRER preparation day, draft IRER reports prepared by the contractor shall be saved on the CBI LAN in the appropriate subdirectory. Hardcopies shall be placed in the designated safe drawer.

*Efficiency Standard: Hours per case - < 2 hrs*

The contractor shall fill out the assignment sheets and indicate the number of hours per case. Spot checks of these assignment sheets will be performed periodically by the EPA WAM or other CEB Staff. These data shall also be provided on the monthly report and will be the basis for evaluation of the efficiency standard. Cases which meet CEB's drop criteria for which abbreviated reports are prepared will be included in the average of hrs/case. An example of a drop category is a case where there is a concern only for potential inhalation exposure and due to factors such as vapor pressure, physical state as handled, method of application, the potential for inhalation exposure to vapor, particulate, or mist is expected to be negligible.

*Timeliness Standard: >90% of cases completed on time*

The objective is for the contractor to complete the IRER for each case assigned. The contractor shall indicate on the assignment sheet if any cases were not completed and need to be delayed. The contractor shall document the reason for each delay. Cases delayed due to significant data gaps where an effort has been made to contact the submitter in a timely manner will not be counted for this standard. Significant data gaps include confusing, conflicting or limited information was presented in the submission such that even conservative default assumptions or generic scenarios could not be reasonably applied. Data on the total number of cases assigned and the number of delayed cases will be used as a basis for calculating the percent completed on time.

*Quality Standard: greater than 90% of cases prepared of acceptable quality*

EPA/CEB staff will review each IRER report and do a quality review. Reports that are of unacceptable quality will be documented. Examples of unacceptable quality include significant technical errors that impact the quantitative risk assessment and therefore, potentially, the decision made by EPA. Examples include the use of wrong units, incorrect conversions, calculation errors, use scenarios not addressed with no basis given, the basis for estimates not adequately described. Generally, in these types of situations, significant rework by the contractor or revision by the CEB reviewing engineer needs to be done.

The CEB engineer will provide documentation to the EPA WAM of cases that are of unacceptable quality.

The performance data will be summarized for each performance standard for each monthly reporting period. Based on the results of the collection and review of this data, the government will withhold the amounts from the next submitted invoice. The \$ amount of the fee reduction will be based on the percentage reductions listed below applied to the fee charged for that month.

Performance Standard	Acceptable Quality Level	Measure	Payment Application
Efficiency Standard - hrs/case	2 hrs per case (average per month)	2 or Less 2.01 - 2.25 Greater than 2.25	0% reduction in fee 10% reduction in fee 25% reduction in fee
Timeliness Standard - cases completed on time	Greater than 90% of cases completed on time	Greater than 90% 80 to 90% Less than 80%	0 % reduction in fee 10% reduction 25% reduction
Quality Standard - cases of acceptable quality	Greater than 90% of cases prepared acceptable quality	Greater than 90% 80 to 90% Less than 80%	0% reduction in fee 10% reduction in fee 25% reduction in fee  Note: there will be no fee for any rework done by the contractor to correct cases of unacceptable quality with significant quality deficiencies

## Performance-Based Tasks

### Task 2: Preparation of Quality-Certified Generic Scenarios

#### Background

The Chemical Engineering Branch (CEB) in the Economics, Exposure and Technology Division (EETD) of EPA's Office of Pollution Prevention and Toxics (OPPT) is responsible for preparing assessments of occupational exposure and environmental release for new and existing chemicals that EPA reviews under the Toxic Substances Control Act (TSCA). In most cases, data on the actual chemical being assessed is not available. This has caused CEB to rely on other approaches for developing exposure and release assessments.

One important tool that CEB uses are generic scenarios. Generic scenarios present standard approaches for estimating exposures and releases for a particular category of chemicals processed or used in a specified industry (Ex. chemicals present in liquid and powder detergents used in industrial and commercial laundries). They are based on the most current, readily available data and estimation approaches, and ideally, incorporate input from technical experts outside of CEB.

CEB and its contractors have developed generic scenarios that cover a wide range of chemical use categories and industries. They have proved to be an invaluable data source in preparing assessments for a number of EPA/OPPT programs, in particular the new chemicals review program.

The first key stage in generic scenario development is preparing scenarios that meet CEB's quality criteria. Once a scenario has attained this measure of quality, it is ready for use by CEB in engineering assessments. It is also ready to be sent to experts outside the Agency for external peer review.

## **Objectives**

CEB has undertaken an effort to update and upgrade the quality of its generic scenarios. Through this task, the contractor will provide support for this effort by preparing generic scenarios that meet CEB's Generic Scenarios Quality Criteria.

## **Task Description**

The EPA WAM will make assignments of current CEB generic scenarios that need to be upgraded in quality or new industry categories for which a generic scenario needs to be developed. Generally, there will be 15 scenarios assigned over the course of a year. The contractor shall develop quality-certified scenarios. Quality-certified scenarios meet the following 4 specifications.

1. The scope of the scenario has been formally approved by the EPA WAM. The scope defines the industry segment, processes and types of chemicals that will be addressed in the scenario. Quality Criteria for a scoping document are provided in Appendix B.

2. The outline of the scenario has been formally approved by the EPA WAM. The outline summarizes the information that will be provided in the draft scenario and includes the estimation approaches that will be used for exposure and release.

3. The draft scenario meets all 31 CEB Generic Scenarios Quality Criteria. The most current version of these criteria are provided in Attachment C. The Quality Criteria are occasionally updated, generally no more than twice per year. These updates are generally done with contractor input and will be formally issued by the EPA WAM. The contractor will deliver the scenarios in hardcopy format (3 or more copies as specified by the EPA WAM), and electronic format. The contractor will develop the scenarios in Word. The contractor will also provide a copy of a checklist certifying that all the QC criteria have been met.

Quality-Certified Scenarios shall be delivered to the EPA WAM. CEB will then conduct its own internal review. The EPA WAM will summarize comments for the contractor to incorporate. The fourth specification for generic scenarios is:

4. All comments from CEB's internal review have been incorporated into a revised Draft version.

## **Performance Measures**

Generic scenarios are key sources of technical input to CEB staff in preparing assessments for chemicals EPA reviews under TSCA. CEB staff require quality data sources already on-hand to meet the various needs in OPPT which often require short turnaround times. To meet this need, it is important that generic scenarios are completed in a timely manner at a high standard of quality. Performance standards are focused on these objectives.

Performance Standard	Acceptable Quality Level	Surveillance Method
Timeliness	- Scoping documents, Outlines, Draft Scenarios and Revised Draft Scenarios are completed within one week of initially agreed upon target date.	100% check
Quality	- Draft version of the scenario - no more than 3 of the 31 CEB Generic Scenarios Quality Criteria are not met  - Revised Draft version of the scenario - all 31 CEB Generic Scenarios Quality Criteria are met after incorporation of comments	100% check

### Inspection and Acceptance Criteria

The EPA WAM will maintain a project tracking table which will list the assignments and the due dates. The contractor shall deliver completed Scoping Documents, Outlines, Draft Scenarios and Revised Draft Scenarios to the EPA WAM. The normal standard for delivery will be an electronic copy by E-mail and 3 hardcopies.

*Performance Standard #1: Timeliness - Scoping Documents, Outlines, Draft Scenarios and Revised Draft Scenarios completed within one week of initially agreed upon target date.*

Generally, there will be 2 to 4 weeks for each of the first 3 stages (Scoping, Outline and Draft scenario) and 2 weeks for the revised draft stage. Due dates will be set at the beginning of each stage. These dates will be tracked by the EPA WAM and used as the basis for evaluating this criteria.

*Performance Standard #2: Quality - Draft Scenario - No more than 3 of the 31 CEB Generic Scenarios Quality Criteria QC criteria not met.. Revised Draft Scenario - all of the 31 CEB Generic Scenarios QC criteria are met*

Once received at EPA, the EPA WAM and other CEB Staff will review the draft scenario using the Quality Criteria checklist. CEB will do their own independent evaluation of whether all the quality criteria are met. This review will be documented. Any determinations made by CEB reviewers that a quality criteria is not met will be documented in detail. This will be used as the basis for evaluating successful completion of this performance standard. When a revised draft scenario is delivered, CEB will also review and evaluate to make sure any Quality Criteria that were not met in the Draft version have now been met.

Evaluations will be done on a semi-annual basis. The performance data will be summarized for each generic scenario prepared during the evaluation period. CEB will require an estimate from the contractor of the fee for this task for the evaluation period. The \$ amount of the fee reduction will be then be based on the performance data and the percentage reductions listed below.

Performance Standard	Acceptable Quality Level	Measure	Payment Application
Performance Standard #1 - timeliness	Scoping Documents, Outlines, Draft Scenarios and Revised Draft Scenarios completed within 1 week of target date	>90% of all documents delivered within 1 week of target date.  80% - 90% of all documents delivered within 1 week of target date  <80% of all documents delivered within 1 week of target date.	0% reduction in fee  10% reduction in fee  25% reduction in fee
Performance Standard #2 - Quality	<i>Draft Scenarios</i> - No more than 3 of the 31 CEB Generic Scenarios Quality Criteria QC criteria are not met.. <i>Revised Draft Scenarios</i> - all of the 31 CEB Generic Scenarios QC criteria are met	>90% of all drafts and revised drafts meet the performance standard  80% - 90% of all drafts and revised drafts meet the performance standard  <80% of all drafts and revised drafts meet the performance standard	0 % reduction in fee  10% reduction  25% reduction  Note: there will be no fee for work performed to meet QC criteria after the revised draft

### Level-of-Effort Based Tasks

#### TASK 3: General Support for Environmental Release Assessment

The contractor shall evaluate the methods of manufacture, processing, and uses of an existing or new chemical substances, including microorganisms, to quantify the potential releases of the substances to the environment (e.g. air, water, land, incineration). Generally, work will be performed off-site and Kick-off meetings will be held at the beginning of the work assignments.

To assess environmental releases, the contractor shall provide technical support in the areas of environmental release assessments, which includes the following subtasks:

3.1 Identify the unit operations during manufacture, processing and use of chemical substances for which releases to the environment may occur.



- 3.2 Estimate the frequency (days/year) and duration, in hours per day, of releases.
- 3.3 Estimate the number of sites where such releases occur.
- 3.4 Search readily available data sources including other EPA Programs (Air, Water, TRI), other government agencies, other countries (Environment Canada, OECD) and the technical literature to obtain data relevant to the release assessment
- 3.5 Using data obtained from data gathering or standard CEB methods, estimate or model the volume of daily release, in kilograms per site per day to air and water and the release to other environmental medium of total annual release (kg/year).
- 3.6 Characterize the uncertainties associated with the releases assessment and identify priorities in developing additional data and how this data would improve the assessment.
- 3.7 Determine the effectiveness of various treatment or control technologies. Assess the transport and fate of the chemical in the various environmental media (air, water, land).
- 3.8 Determine how the wastes containing the chemical(s) of concern are disposed of at the manufacturing, processing, and user sites, for example, by on-site water treatment plant or incineration.
- 3.9 Identify and evaluate pollution prevention and/or risk reduction technologies and practices that are being used or could be used by industry to eliminate or reduce the amounts of chemicals and ancillary byproducts and wastes released to the environment or transferred offsite. The order of preference of these technologies should be source reduction, recycling, treatment, and disposal.
- 3.10 Assess the probability of releases as a result of a chemical accident and evaluate the effectiveness, cost, and environmental and exposure impacts of risk reduction alternatives to mitigate releases, reduce waste generation, and reduce the probability of an accidental release.
- 3.11 Identify those industries that are lacking cost-effective risk reduction technologies which might, therefore, be amenable to further research.

#### **TASK 4: General Support for Occupational Exposure Assessment**

The contractor shall evaluate the operations involved in the manufacturing, processing, and uses of existing or new chemical substances including genetically engineered microorganisms in order to characterize occupational exposures. Generally, work will be performed off-site and Kick-off meetings will be held at the beginning of the work assignments.

To characterize exposures to identified chemical substances, including genetically engineered microorganisms, the contractor shall provide technical support in the areas of occupational exposure assessments, which includes the following subtasks:

- 4.1 Develop and describe in detail the most probable or existing process routes for the manufacture, processing, and use of the chemical substance(s). This shall include the development of a simple process flow diagram indicating the unit operations associated with each process route, an indication of whether the processes are batch or continuous, specification of the equipment used, and an indication of degree of automation of the processes.
- 4.2 Determine the worker activities and unit operations where there is a potential for release and exposure

for each process route.

- 4.3 Determine the potential routes of exposure (e.g. dermal and inhalation).
- 4.4 Determine the number of sites where exposure may occur and the number of workers and worker populations potentially exposed during each activity associated with the chemical substance.
- 4.5 Estimate the duration, in hours per day, that workers are potentially exposed in each activity noted above.
- 4.6 Estimate the frequency, in days per year, that workers are potentially exposed in each activity noted above.
- 4.7 Search readily available data sources including other EPA programs, other government agencies (OSHA, NIOSH), other countries (Environment Canada, OECD), and the technical literature to obtain data relevant to the worker exposure assessment.
- 4.8 Using data obtained through data gathering or other standard CEB methods, estimate the potential inhalation exposure levels in the workplace, in milligrams per cubic meter or parts per million, for the substance of concern for each activity. Also, express these exposure levels in terms of potential dose rates (PDRs), lifetime average daily doses (LADDs), or other units using standard CEB equations and appropriate parameters.
- 4.9 Assess the adequacy and comparability of data collected by different analytical techniques.
- 4.10 Estimate the amount of substance available for dermal contact during each activity and the potential dermal dose rate.
- 4.11 Assess the potential exposures both inhalation and dermal to workers and off-site personnel from non-routine activities such as maintenance, spills and accidental releases.
- 4.12 Characterize the uncertainties associated with the workplace exposure assessment and identify priorities in developing additional data and how this data would improve the assessment.
- 4.13 Based on limited information, identify and evaluate the effectiveness of current and alternative engineering controls, chemical substitution, operating practices, and personal protective equipment used in industrial and commercial settings to mitigate worker exposure to chemical substances.
- 4.14 Identify and evaluate the effectiveness of innovative changes to the manufacture, processing, and use of the chemical that may reduce occupational exposure.
- 4.15 Assess costs of engineering controls, PPE, or other controls, practices, and process changes undertaken to mitigate worker exposure potential.

#### **TASK 5: Development of ChemSTEER and Other Computerized Assessment and Database Support**

The contractor shall provide assistance in the continued development of the Chemical Screening Tool for Exposures and Environmental Releases (ChemSTEER) and other computerized assessment tools and databases. ChemSTEER is a software package that integrates CEB's methodologies for estimating occupational exposures and environmental releases. The contractor will be supplied the most current version of the software (the most recent publicly available version may be accessed through EPA's Exposure website ([www.epa.gov/opptintr/exposure](http://www.epa.gov/opptintr/exposure))) as well as other

relevant documentation. Some aspects of ChemSTEER support and other computerized assessment and database support may require access to CBI information on the TSCA CBI LAN system. In these instances, work will be required to perform on-site at the EPA East Building. Non-CBI work will be done off-site.

Subtasks shall include but are not limited to:

5.1 Making improvements to existing functions and operations in ChemSTEER. This may include correcting problems, performing testing, and making other improvements as specified by EPA WAMs in work assignments.

5.2 Adding operations, functions, and methods to ChemSTEER. This shall include the programming of newly developed industry specific generic scenarios.

5.3 Improving the Help System in ChemSTEER. The Help system contains information to guide users to understand and use the features and models in ChemSTEER.

5.4 Improving the ChemSTEER Demo/Tutorial and Developing Training Materials.

5.5 The development of ChemSTEER is part of a larger effort by EPA's OPPT to integrate its analytical tools into a single environment. The contractor shall develop Data Transfer programs to transfer selected data from/to Lotus Notes or other types of data management formats.

5.6 Maintaining Documentation for the development of ChemSTEER. This shall include all technical documentation as well as the functional specification including details of system design, software platform and hardware requirements.

5.7 Development of other computerized tools and databases for estimating occupational exposures and environmental releases. For example, maintenance and updating of a database that contains information on all past IRERs (Initial Review Engineering Reports - see Task 1) completed by CEB since 1993.

#### **Task 6: Support for Peer Review**

An important component of EPA's commitment to sound science is Peer Review. Many of CEB's scientific and technical work products will undergo peer review. The peer reviews will be conducted following the guidance provided in EPA's Peer Review Handbook. This handbook (Dec. 2000 version) is available on the EPA web site at [www.epa.gov/osp/spc/prhandbk.pdf](http://www.epa.gov/osp/spc/prhandbk.pdf). Subtasks shall include but are not limited to:

6.1 The contractor shall suggest to the Agency persons qualified to participate in the peer review of the technical work product. The Agency shall respond with any reasons for the prospective disqualification of individuals proposed by the Contractor.

6.2 The contractor shall contact selected peer reviewers to confirm their availability and willingness to review the technical work product. The contractor shall prepare the technical work product for mailing to persons selected to participate in the peer review.

6.3 The contractor shall mail the peer package to persons selected for the peer review and shall be the point of contact for inquiries from persons doing the peer review; as needed, the Agency will assist the contractor in responding to persons doing the peer review.

6.4 The contractor shall receive comments from the peer reviewers and organize and summarize the

comments. The contractor shall discuss the comments with the work assignment manager designated by the Agency before commencing the evaluation report.

6.5 The contractor shall prepare a draft evaluation report that contains all of the comments received from the peer reviewers, includes a response to each unique comment, and contains a revised technical work product which incorporates relevant and significant suggestions submitted by the peer reviewers. The draft evaluation report shall be submitted to the work assignment manager for review .

6.6 The contractor shall revise the draft evaluation report to include changes deemed necessary by the work assignment manager.

6.7 Other tasks as designated in the work assignment to complete a Peer Review that meets Agency guidance.

#### **TASK 7: Use Clusters and Other Ranking System**

The contractor shall provide technical support in the areas of chemical ranking and prioritization. Subtasks shall include but are not limited to:

7.1 The contractor shall perform technical analyses and develop use profiles of industrial and commercial chemicals. The profiles include collecting exposure and hazard related information during the manufacture, process and use of the chemicals. In addition, the contractor shall collect information on potential hazards of the chemicals.

7.2 The contractor shall provide technical support to EPA for the development of chemical ranking systems. This involves activities such as collection and analyses of data, participation in scoping meetings, computer system design and system documentation and maintenance.

7.3 The contractor shall provide technical support to EPA in marketing and disseminating information from the ranking systems. This involves activities such as preparation and presentation of data outreach materials and distribution of systems to various interested parties.

#### **TASK 8: Green Engineering, DFE and Other Pollution Prevention Support**

The contractor shall provide technical support to OPPT's Green Engineering, Design for Environment (DFE) and other Pollution Prevention related programs. Subtasks shall include but are not limited to:

8.1 Support OPPT's Green Engineering Program. Materials developed to date include the Green Engineering Textbook, "*Environmentally Conscious Design of Chemical Processes*", class syllabus using the textbook, and educational modules. The contractor shall provide technical support for further development of these and other materials related to the integration of pollution prevention and risk reduction considerations into chemical process design.

8.2 Provide support for the Design for Environment (DFE) Best Practices Approach: Encouraging Best Practices and Technologies and Pollution Prevention. The DFE Auto Refinish project identified and implemented best practices and technologies to reduce exposure and risk to chemicals in automotive refinishing facilities. The contractor shall provide technical support for similar projects in other industries as specified by the EPA WAM through work assignments.

8.3 Other tasks as designated in the Work Assignments in support of these programs objectives of contributing to reductions in exposure, environmental release and overall risk associated with chemicals.

**TASK 9: Research and Assessment Methodology Development**

The contractor shall provide technical support for improving CEB's exposure and release assessment methodologies. Subtasks shall include but are not limited to:

- 9.1 Updating and developing general guidance documents - For example, the *CEB Engineering Manual*
- 9.2 Research to improve CEB's Release Assessment Methodologies - Examples have included: developing release correlations based on TRI data, collecting efficiency data on various types of wastewater treatment processes.
- 9.3 Research to improve CEB's Exposure Assessment Methodologies - Past examples have included: research on the effectiveness of protective gloves, developing a correlation to estimate the number of workers potentially exposed during chemical manufacture, research to improve CEB's dermal exposure assessment methodology, research to improve CEB's inhalation exposure assessment methodology, collecting data from the literature for use in assessing inhalation exposure to different size particles and research on the effectiveness and limits of detection for monitoring inhalation or dermal exposure.
- 9.4 Other tasks as designated through work assignments to improve OPPT's overall understanding of the exposures, releases and risks associated with the manufacture, processing and use of chemicals.

**TASK 10: General Outreach and Presentation Support**

The contractor shall provide general outreach and presentation support. Subtasks shall include but are not limited to:

- 10.1 The contractor shall produce outreach support documents, including but not limited to posters, pamphlets, brochures, and training materials for the Chemical Engineering Branch. This may also include the enhancement, updates, reformatting of an internet site. For example, the Green Engineering Web site ([www.epa.gov/oppt/greenengineering](http://www.epa.gov/oppt/greenengineering)).
- 10.2 The contractor shall provide multimedia presentation support to EPA. Multimedia presentations may include PC-based presentations, 35mm slides, overhead projector slides and Internet postings.
- 10.3 The contractor shall provide conference and technical meeting support - Examples include assistance in organizing and facilitating FOCUS group meetings held to discuss and get feedback on the TSCA Inventory Update Rule, and support for the Green Chemistry Awards Challenge program.

**TASK 11: Industrial Site Visits**

The contractor shall conduct visits to perform surveys of industrial sectors to improve EPA's understanding of "real world" industrial practices. For example, visits of Auto refinishing facilities to gather information on baseline shop practices and technologies. The objective of these visits includes identifying the following:

- 11.1 Methods for manufacturing, processing and use of chemicals.
- 11.2 Worker activities and worker protection practices.
- 11.3 Sources of environmental release.
- 11.4 Methods for treatment, and disposal of wastes.

11.5 Pollution practices being employed.

**TASK 12: Provide Support for Regulatory Development**

CEB provides technical support to many regulatory activities of OPPT. Under this task, the contractor shall provide technical support to assist CEB and other branches in OPPT in providing technical support for the regulatory activities of OPPT. This shall include but is not limited to the following subtasks:

12.1 Conduct technical research and perform analyses. For example, research on containment practices used in closed-system fermentation facilities assisted CEB in making recommendations for the Biotechnology rule.

12.2 Providing support for developing, updating and revising guidance documents. For example, revising an Instruction Manual for filling out the TSCA Inventory Update Reporting Rule based on public comment and EPA internal review and discussion.

12.3 Perform market analysis and economic support for new and existing chemicals EPA/OPPT reviews under TSCA.

ATTACHMENT A - IRER Report Form

**INITIAL REVIEW ENGINEERING REPORT**

**CBI: Yes**

**LVE/PMN:**

**ENGINEER:**

**PV (kg/yr):**

**SUBMITTER:**

**USE:**

**OTHER USES:**

**MSDS: Yes/No**

**Label: Yes/No**

**General Eqp.:**

**Respirator:**

**Health Effects:**

**TLV/PEL (PMN or raw materials):**

**LVE/PMN PPE:**

**CRSS:**

**Chemical Category:**

**VP:**

**S-H<sub>2</sub>O:**

**MW:**

**Phys State:**

**Consumer Use: Yes/No**

**SAT (concerns):**

**Ground Water:**

**Health:**

**Eco:**

**PBT:**

INITIAL REVIEW ENGINEERING REPORT

CBI: Yes

LVE/PMN:

OCCUPATIONAL EXPOSURE RATING:

ASSUMPTIONS:

POLLUTION PREVENTION CONSIDERATIONS:

EXPOSURE-BASED REVIEW: Yes/No ( criteria met)

- 1) # of workers exposed (>1,000): Yes/No
- 2) >100 workers with >10 mg/day inhalation exposure : Yes/No
- 3) (a) >100 workers w/1-10 mg/day inh. exp. & >100 days/yr: Yes/No  
(b) Routine Dermal Cont: >250 workers & >100 days/yr: Yes/No



INITIAL REVIEW ENGINEERING REPORT

CBI: Yes

LVE/PMN:

MFG:

Site/Location:

Days/yr:

basis:

Process Description:

ENVIRONMENTAL RELEASES (Eqpt. cleaning, container residue, etc.):

WATER:

Basis:

AIR:

INCINERATION:

from:

Basis:

LANDFILL:

**INITIAL REVIEW ENGINEERING REPORT**

**CBI: Yes**

**LVE/PMN:**

**MFG (CONT):**

**OCCUPATIONAL EXPOSURE**

**Tot. # of workers:**

**Days/yr:**

**Inhalation:**

**Number of workers with inhalation exposure:**

**Basis:**

**Inhalation Monitoring Data Review**

- 1) Uncertainty (estimate based on model, regulatory limit, or data not specific to industry): Yes/No
- 2)a) Exposure level > 1 mg/day? Yes/No
- OR
- b) Hazard rating for health of 2 or greater? Yes/No

**Inhalation Monitoring data desired?**

**Yes/No**

**Dermal:**

**contact with liquids:**

**Up to**

**% concentration**

**Basis:**

INITIAL REVIEW ENGINEERING REPORT

CBI: Yes

LVE/PMN:

PROC/USE:

Site/Location:

Days/yr:

Process Description:

ENVIRONMENTAL RELEASES (Eqpt. cleaning, container residue, etc.):

WATER:

from:

to:

Basis:

AIR:

INCINERATION:

from:

basis:

LANDFILL:

**INITIAL REVIEW ENGINEERING REPORT**

**CBI: Yes**

**LVE/PMN:**

**PROC/USE (CONT):**

**OCCUPATIONAL EXPOSURE**

**Tot. # of workers:**

**Days/yr:**

**Inhalation:**

**Number of workers with inhalation exposure:**

**Basis:**

Inhalation Monitoring Data Review

- 1) Uncertainty (estimate based on model, regulatory limit, or data not specific to industry): Yes/No
- 2)a) Exposure level > 1 mg/day? Yes/No
- OR
- b) Hazard rating for health of 2 or greater? Yes/No

Inhalation Monitoring data desired?

**YES/No**

**Dermal:**

**contact with liquids:**

**Up to % concentration**

**Basis:**

CBI CONTACT REPORT  
(Telephone Log)

LVE/PMN:

Call By:

Call To:

Submitter:

Date:

Time:

Q1:

A1:

ATTACHMENT B - CEB Generic Scenario  
Quality Criteria for Scoping Documents  
2/12/03

1. \_\_\_\_\_ Provides a recommendation for what the scenario will cover (products, industry, functional components). Provides rationale for this recommendation.
2. \_\_\_\_\_ Provides general process descriptions
3. \_\_\_\_\_ Identifies primary release sources that will be assessed.
4. \_\_\_\_\_ Identifies primary sources of exposure that will be assessed.
5. \_\_\_\_\_ Provides results of preliminary literature search including results from search of EPA, OSHA, NIOSH, OECD and trade journals

Scoping Document Approval:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Date)

## ATTACHMENT C: CEB Generic Scenario Quality Criteria - 10/31/03

**A. Product Transparency**

1. Does the product clearly state its purpose?
2. Does the product provide an explanation of its potential uses?
3. Does the product explain:
  - a. The sources of data used
  - b. The scope of the analysis and/or the methodology followed.
4. Does the product clearly state the strengths and weaknesses of the information and the accuracy (Quality) of the source data used?
5. Does the product contain the basic contact information?
6. Does the product title adequately describe its contents?

**B. Scenario Definition**

7. Identifies the scope of the scenario (product, industry, covered chemicals). Makes it clear which chemicals are covered and which are not.

Example (from "Photoresist Use in Semiconductor Manufacture")

"This generic scenario presents a standardized approach to estimate potential occupational exposure and environmental releases from non-volatile chemicals present within photoresist materials in the manufacture of semi-conductors. Photoresists are polymer-based liquids applied in layers to create patterns on the silicon wafer. They are comprised of photo-active compounds, resin, stabilizers, polymerization inhibitors, viscosity control agents, dyes, plasticizers, and solvents. This generic scenario may be applied to any of these components with the exception of solvent compounds.

8. Describes the covered chemicals and provides additional key characteristics. (Ex. CFC substitutes used as blowing agents: What is a blowing agent?; What are typical % in the foam; What are the key properties that make it work (ex. volatility)). Provides information on pchem properties of the covered chemicals.

9. Defines segment of the industry being assessed (i.e. is there a particular segment of the commercial laundry industry being covered)

**C. Process Information**

10. Provides an approach for estimating the throughput, use rate, amount manufactured of the covered chemicals in kg/site-day for a "typical" or "model" facility in this industry segment to serve as a basis for estimating the number of sites. Provides an estimate of the total number of days/yr of operation. Provides an approach to correct the total number of days for the % associated with the chemical of interest. Estimation approaches specify recommended defaults for each parameter.

11. Describes the path of the covered chemicals from the point of entry into the facility to the point of exit and all the key steps in-between. This includes transport containers. Provides detailed process flow diagram that specifies for the covered chemicals all the steps from point of entry to the facility to the point of exit and indicates all potential worker exposure points and sources of environmental release.

12. Provides sufficient detail for each estimation approach that it could be reproduced by the reader. Interpretations and manipulations of data are clearly explained. Technical rationale provided for all assumptions. .

#### **D. Environmental Release Assessment**

13. Completes a mass balance for the chemical over the entire facility. Interrelationship of release sources is accounted for.

14. Identifies all potential release sources.

15. Identifies the media of release for each release source

16. Presents an estimation approach for each release source. Standard CEB models are specified by name. Estimation approaches specify recommended defaults for each parameter

17. Provides sufficient detail for each estimation approach that it could be reproduced by the reader. Interpretations and manipulations of data are clearly explained. Technical rationale provided for all assumptions. Deviations from standard CEB estimation techniques are noted and explained.

18. Provides information to the extent possible to characterize the estimation approach

19. Documented effort to obtain and use recent emission data All standard sources identified in the Reference Search SOP have been investigated. Documentation specifies what was searched and the results.

20. Describes on-site control technologies and provides information on treatment efficiencies and describes typical off-site treatment practices.

#### **E. Worker Exposure Assessment**

21. Presents a documented approach for estimating the total number of workers with a realistic potential of exposure to the chemicals being assessed.

22. Presents documented assumptions on the number of days/yr of potential exposure and the number of hrs and shifts per day at the facility

23. Identifies all key worker activities and describes our understanding of what the workers actually do

24. Provides estimation approaches for inhalation exposure, dermal exposure and the number of workers for each worker activity. Standard CEB models are specified by name. Estimation approaches specify recommended defaults for each parameter



- 25. Provides sufficient detail for each estimation approach that it could be reproduced by the reader. Interpretations and manipulations of data are clearly explained. Technical rationale provided for all assumptions. Deviations from standard CEB estimation techniques are noted and explained.
- 26. Provides information to the extent possible to characterize the approach or data
- 27. Documented effort to obtain and use recent exposure data. All standard sources identified in the Reference Search SOP have been investigated. Documentation specifies what was searched and the results.
- 28. Describes engineering controls and PPE typically used.

**F. Additional Criteria**

- 29. Dimensional analysis of equations and all units checked for accuracy. Parameter abbreviations used in equations are from the most recent version of the approved list of parameters. Parameters will follow the OECD convention summarized in the guidance document:  
  
"Supplement to the methodology for risk Evaluation - Proposal for the formats of names, parameters, variables, units and symbols to be used in emission scenario documents" - December 2000
- 30. Detailed example provided as an appendix
- 31. Document follows most recent version of the standard format.

ATTACHMENT 2

TECHNICAL AND COST PROPOSAL PREPARATION INSTRUCTIONS

(a) Technical proposal instructions:

Submit your technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the technical proposal.

These instructions are provided for the development of a clear and readable technical proposal, which should be regarded as a separate or readily detachable part of the total proposal package. All cost or pricing details must be omitted from this part of the total proposal. Offerors are urged to prepare a technical proposal which is specific and sufficiently detailed to allow a complete evaluation of your method for satisfying the requirements set forth in the Statement of Work.

Technical Proposal Content:

Written proposals shall consist of six sections: Technical Capability; Qualification of Personnel; Past Performance; Corporate Qualifications and Experience; Management Plan; and Small Disadvantaged Business Participation. Each of these sections is linked to the corresponding evaluation detailed in the provision in Section M entitled Evaluation Factors For Award (EPAAR 1552.215-71).

**TECHNICAL PROPOSAL INSTRUCTIONS**

Technical proposals shall be prepared using the following guidance:

1. Length - The maximum length of the technical proposal shall be limited to 100 single-sided pages (or 50 double-sided pages) typewritten on 8½" x 11" paper, using no less than 12 point character size and no less than an average of 3/4" all around for margins. (Type size limits do not apply to Tables and Figures, provided they are clear and readable.) Two-sided printing is required except on the foldouts. Each printed side counts as one page. If foldout pages are used, these shall not exceed 11" x 17" and each foldout shall count as two (2) pages toward the total page count for the maximum length of the proposal. The two sample work plans required for the two sample work assignments shall count towards the total page limit for the technical proposal (see the Technical Capability section below). The following items are excluded from the above stated page limitations: letters of transmittal, cover pages, table-of-contents and dividers. Resumes and Past Performance Questionnaires are also excluded from the above stated page limitations. However, resumes are limited to no more than 3 (three) single-sided pages for each person and Past Performance Questionnaires are limited to one single-sided page of the transmittal cover letter. Offerors are strongly urged to be as succinct, clear and concise as possible in writing the proposal and adhering to this page limitation. Proposals should be complete, clear, and comply with the solicitation requirements.

NOTE: In the event an offeror exceeds the specified page limit for the Technical Proposal, the Government will remove the excess pages from the back of the proposal and these will not be evaluated. Offerors are reminded that no cost information shall be included in the technical proposal but shall be in the Cost Proposal only.

2. Organization - Offerors are advised to supply all information in the sequence and format specified below. The offeror's proposal and supporting documentation must provide sufficient basis for a thorough evaluation. The proposals should be placed in binders with dividers clearly indicating the following sections:

1. Technical Capability
2. Qualification of Personnel
3. Past Performance
4. Corporate Qualifications and Experience
5. Management Plan
6. Small Disadvantaged Business Participation

3. Charts - Offerors are encouraged to use quantitative and graphical methods whenever possible and appropriate to portray facts through the use of charts, lists, matrices, diagrams, tabulations, etc.

4. Prohibition of Cost Data - All cost or pricing details must be omitted from the technical proposal.

5. Exceptions - Any exception or conditional assumption taken with respect to the requirements of the RFP shall be fully explained. Please note, however, that exceptions or deviations may render your proposal ineligible for an award without discussion.

#### **Required Sections of the Written Proposal**

The technical proposal and associated references are the sole bases for evaluating 1) the technical merits of the offer; 2) the degree to which the offeror's claims of performance capability are supported; and 3) the ability of the offeror to perform in accordance with the solicitation requirements.

The technical proposal shall encompass the factors listed below as identified in the evaluation factors in Section M of this solicitation:

#### **A. Technical Capability**

##### *1. Understanding of the Statement of Work*

- Demonstrated understanding of the requirements of the statement of work
- The technical proposal shall also address how the contractor will accomplish the tasks set out in the statement of work.

##### *2. Sample Work Assignments - See Attachments 3 and 4*

- a. Sample Work Assignment #1 (Attachment 3)- Exposure and Release Assessment
- b. Sample Work Assignment #2 (Attachment 4)- Program a Generic Scenario into ChemSTEER

The purpose of these sample work assignments is to provide illustrations of how the offeror would approach accomplishing typical tasks that OPPT may ask of its contractor.

For each sample work assignment, the offeror shall provide a sample workplan that describes its proposed strategy for accomplishing the objective and tasks. The workplan should list the tasks to be performed, the method for accomplishing the task, the schedule, and the staffing necessary to perform the work. The staffing plan should indicate the labor classification of the staff who will perform the work. The workplan should also include an estimate of the total labor hours, the hours for each labor category, and an estimate of the other direct costs.

The suggested, but not mandatory, page limit for each sample work plan is 10 single-sided pages (or 5 double-sided pages), for a total of not more than 20 single-sided pages (or 10 double-sided pages) for both sample work plans. These pages will count towards the total page limit for the technical proposal. Sample work plans for each of the Sample Work Assignments will be evaluated according to the following criteria:

- soundness of technical approach and understanding of problems associated with the task
- adequacy of project staffing and management plan
- degree to which the proposed schedule is realistic and comprehensive within a multi-task and short time tasking environment.

## **B. Qualifications of Personnel**

The offeror's proposal will be evaluated for the qualifications, experience and availability of the personnel who will work on the contract. Key factors include:

### *1. Relevant experience*

- employees with actual work experience relevant to the statement of work (as a direct employee of the company) in companies that manufacture and use chemicals subject to TSCA.
- employees with consultant experience relevant to the statement of work with companies that manufacture and industries that use chemicals subject to TSCA. Depth and breadth of that experience including actual site visits.
- past experience in performing work similar to that described in the tasks of the statement of work. Examples include exposure and release assessment, industrial hygiene monitoring, pollution prevention assessment, development of computerized methods for environmental assessment, and development of technical training materials.
- understanding of EPA regulatory programs, especially programs and regulations under TSCA.

### *2. Academic Background and other Key Skills Areas*

- Degrees in chemical engineering from an accredited university will be given highest weight
- Industrial hygiene qualifications such as masters degree in industrial hygiene and CIH license
- PE license
- computer skills (especially experience with programming, database and presentation software)

### *3. Availability (8 pts)*

- number of staff who are available to work on this contract
- estimate of the staff's availability (expressed as % of their time)
- ability of offeror to meet the on-site requirement of Task 1 of the Statement of Work
- ability of offeror to meet with EPA staff at EPA HQ location on short notice

### *4. Mix of Labor Levels*

The capability of the offeror to provide chemical engineers and other qualified personnel with a good mix of labor levels to staff the contract (PL1, PL2, PL3, PL4).

*5. Technical Diversity*

The capability of the offeror to provide support in other key technical areas such as computer programming, database development, mathematical modeling, environmental engineering, biochemical engineering, chemodynamics, risk assessment, chemistry, economics, biology, environmental science, and toxicology.

**C. Past Performance:**

The Government will evaluate the merits of each Offeror's past performance on the basis of its reputation with its former customers and others for the following:

1. Quality of Product or Service
2. Timeliness of Performance
3. Effectiveness of Management (including subcontractors)
4. Initiative in Meeting Requirements
5. Response to Technical Direction
6. Responsiveness to Performance Problems
7. Compliance with Cost Estimates
8. Customer Satisfaction
9. Overall Performance

**D. Corporate Qualifications and Experience**

The government will review the offeror's qualifications and experience as a company as it relates to the work covered by the statement of work. The offeror's past and current experiences in performing similar work will be evaluated.

Offerors will be evaluated on the extent to which they demonstrate access to facilities and information needed to perform the contract, including staff access to computer resources and to on-line and other information resources.

**E. Management Plan**

The government will review the offeror's plan to ensure flexible and responsive management of the contract as well as customer satisfaction. This will include the procedures for quality control review of products prior to delivery to the Agency.

**F. Small Disadvantaged Business Participation**

Under this evaluation factor, offerors will be evaluated based on their demonstrated extent of participation of small disadvantaged business (SDB) concerns in the performance of the contract in each of the authorized and applicable North American Industry Classification Systems (NAICS) Industry Subsectors as determined by the Department of Commerce. As part of this evaluation, offerors shall discuss their plan for utilization of SDBs in accordance with EPAAR 1552.219-72, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM, and EPAAR 1552.219-74, SMALL DISADVANTAGED BUSINESS PARTICIPATION EVALUATION FACTOR, (found in Sections L and M, respectively, of this solicitation). The offeror shall submit

the information required by section L provision entitled SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS. The Agency's subcontracting goals are as follows:

Small Business	50%
Small Disadvantaged Business	20%
Women-Owned Business	7.5%
HUBZone	3%
Service Disabled Veterans	3%

This plan will be evaluated based on the following: (1) The extent to which SDB concerns are specifically identified to participate in the performance of the contract; (2) the extent of the commitment to use SDB concerns in the performance of the contract (enforceable commitments will be weighted more heavily than non-enforceable commitments); (3) the complexity and variety of the work the SDB concerns are to perform under the contract; (4) The realism of the proposal to use SDB concerns in the performance of the contract; and (5) the extent of participation of SDB concerns, at the prime contractor and subcontractor level, in the performance of the contract (in the authorized and applicable NAICS Industry Subsectors) in terms of dollars and percentages of the total contract value.

(b) Cost or pricing proposal instructions:

#### **COST PROPOSAL INSTRUCTIONS**

The period of performance for this contract includes a one-year Base Period and four one-year Option Periods.

All information relating to cost or pricing must be included in this volume of the proposal; under no circumstances shall cost or pricing data be included elsewhere. In addition to a hard copy of the information, to expedite review of the proposal, offerors are requested to submit a computer disk containing the cost schedules requested below, if this information is available using a commercial spreadsheet program on a personal computer. Please indicate the software program used to create this information. Offerors should include the formulas and factors used in calculation of the financial data on the disk as well as the basic financial information. Although submission of the computer disk will expedite review, failure to submit the disk will not affect consideration of your proposal.

The Government anticipates making award on initial offers, without discussions. Therefore, the cost proposal should be prepared in sufficient detail to permit thorough and complete evaluation by the Government without additional correspondence or communication. During its evaluation, the Government may request clarifications, answers to questions that assist in the Government's understanding of information contained in the cost proposal, or the correction of minor omissions or errors that do not alter the offer. Consequently, failure to provide sufficient cost details, supporting documentation and the required schedules may result in the rejection of the offer if the Government awards on initial proposals.

If the Contracting Officer determines that an Offeror's initially proposed costs

do not reflect what it would reasonably cost that Offeror to perform the requirements, then the Contracting Officer may make adjustments to the proposed costs in accordance with FAR 15.404-1 (d)(2)(ii) to determine cost realism.

**A. GENERAL**

The Offeror shall submit a signed Proposal Cover Sheet (Table A) containing the following information:

- a. Solicitation number;
- b. Name and address of offeror;
- c. Name and telephone number of point of contact;
- d. Proposed cost, fee and total;
- e. The following statement:  
 "This proposal is submitted in response to solicitation number PR-HQ-04-10126. By submitting this proposal, the offeror, if selected for discussions, grants the contracting officer or an authorized representative the right to examine, at any time before award, any of those books, records, documents, or other records directly pertinent to the information requested or submitted.";
- f. Date of submission;
- g. Name, title and signature of authorized representative;
- h. Clearly identify separate cost data associated with each year of the contract's period of performance. Provide the cost detailed breakdown on spreadsheets (cost schedules) as follows:

1. Total Contract Summary (Schedule 1)

2. Total Summary for each period of the contract (Base and four option periods) supported by Worksheets for base quantities and option quantities. (Five sets of Schedules 2, 2.A, and 2.B.)

[**Please Note:** Included with these instructions as Table A and Schedule 1 and 2, are cost proposal models that may be used; however, offerors should tailor the model to their own standard accounting practices.]

**[All costs, rates, factors, and calculations must be shown and supporting rationale and documentation included.]**

**Financial Information**

Submit financial statements, including a balance sheet, a statement of profit and loss and cash flow, for the last completed fiscal year and current year-to-date. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

**B. Labor**

A. Provide the proposed hourly labor rates for all labor categories utilized in the proposal. Clearly indicate any algorithm or calculations used to compute the proposed direct labor rates and show how the proposed rates compare to current employees' or category average rates. Provide the basis and rationale for the labor rates proposed; for example, company-wide bidding rates, current



salary data for named individuals, survey data or anticipated new-hires, etc. Show how company categories are mapped to the RFP categories.

Provide the current labor rates from payroll records and, also those labor rates escalated to the cost proposal performance period (12/01/04 - 11/30/09).

B. These labor hours represent the Government's best estimate of the level of effort to be ordered under the anticipated contract to be awarded, based on historical data. The Government contemplates award of one Cost-Plus-Fixed-Fee contract resulting from this solicitation. Offerors may propose different level of effort quantities, but must provide rationale for doing so.

<u>Base Period</u>	<u>Base Quantity</u>	<u>Option Quantity</u>
PL4	2,460	1,230
PL3	4,310	2,160
PL2	6,170	3,080
PL1	2,460	1,230

<u>Option Period I</u>	<u>Base Quantity</u>	<u>Option Quantity</u>
PL4	2,460	1,230
PL3	4,310	2,160
PL2	6,170	3,080
PL1	2,460	1,230

<u>Option Period II</u>	<u>Base Quantity</u>	<u>Option Quantity</u>
PL4	2,460	1,230
PL3	4,310	2,160
PL2	6,170	3,080
PL1	2,460	1,230

<u>Option Period III</u>	<u>Base Quantity</u>	<u>Option Quantity</u>
PL4	2,460	1,230
PL3	4,310	2,160
PL2	6,170	3,080
PL1	2,460	1,230

<u>Option Period IV</u>	<u>Base Quantity</u>	<u>Option Quantity</u>
PL4	2,460	1,230
PL3	4,310	2,160
PL2	6,170	3,080
PL1	2,460	1,230

The hours identified above do not include management at a level higher than the project management or the clerical support staff. If it is your normal practice to charge these types of personnel as a direct cost, your proposal must include them along with an estimate of the directly chargeable labor hours for these personnel. If this type of effort is normally included in your indirect cost allocations, no estimate is required. However, direct charging of indirect costs on any resulting contract will not be allowed.

Offerors may assume an equal distribution of hours annually within the specified ordering periods of the contract. The actual distribution of hours utilized during contract performance may vary significantly from that as depicted above. When identifying individuals assigned to the project, specify in which of the above categories the identified individual belongs.

**C. Escalation**

Indicate whether current rates or escalated rates are used. If escalation is included, state the actual, historical for the past three (3) years, and method of calculation. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date). The offeror shall include the date of the payroll from which hourly rates were obtained.

**D. Bid and Proposal Costs**

Bid and proposal costs should be proposed consistent with established accounting practices.

**E. Program Management Costs**

Program management costs should be proposed consistent with established accounting practices.

**F. Indirect Rates**

Offerors are required to provide a schedule of their indirect rates and explain the allocation bases.

Include all rates which the offeror maintains in its accounting records which may be used during performance of this contract.

Identify indirect rates which a Government audit agency has approved for forward pricing, and provide a copy of Rate Agreements. If not approved, state the basis of the proposed rate (e.g., previous year's actual, current fiscal year-to-date, business plan, etc.). Provide historical rate information, rationale, and other factors used to develop the proposed indirect rates which are utilized to cost the proposal. Also, provide actual expense pool amounts, allocation bases, and rates which have been submitted to the Defense Contract Audit Agency (DCAA) or other cognizant Government audit office, in your overhead rate proposal for establishing final indirect rates.

Cost ceilings may be required under this contract for the prime or one or more subcontractors. Offerors should review the situations described in FAR 42.707 (b)(1) to determine whether or not ceilings should be utilized and, when appropriate, propose ceilings.

[Note: The Government reserves the right to adjust an offeror's or its subcontractor's estimated indirect costs for evaluation purposes based on the Agency's judgement of the most probable costs up to the amount of any stated ceiling.]

The offeror shall furnish the name and address of the Government agency and the name of the reviewing official if their rates have been recently accepted by a Government agency.

**G. Other Direct Costs (ODCs)**

A. For evaluation purposes, Offerors shall propose the following other direct cost amounts for the base period and each option period of the contract:

**Base Quantity**

<u>Contract Period</u>	<u>Total ODCs</u>
Base Period	\$ 97,815
Option Period I	\$100,261
Option Period II	\$102,767
Option Period III	\$105,337
Option Period IV	_____ \$107,970

**Optional Quantity**

<u>Contract Period</u>	<u>Total ODCs</u>
Base Period	\$48,900
Option Period I	\$50,367
Option Period II	\$51,878
Option Period III	\$53,434
Option Period IV	_____ \$55,037

B. Identify the major other direct cost items that are a direct charge under your approved accounting system. **The ODC's specified above include estimated amounts for postage/delivery, copying, and telephone.** Offerors should identify and estimate amounts for any additional ODC's which are anticipated to support the proposed effort that will be a direct charge to the contract in accordance with its approved accounting system. Offerors are required to include a rationale for any additional ODCs proposed.

C. The amounts above are exclusive of any applicable indirect cost and fee.

**H. Divisions, Subsidiaries, Parent or Affiliated Companies**

If other divisions, subsidiaries, a parent or affiliated company will perform work or furnish materials under the proposed contract, please provide the name and location of such affiliates and your intercompany pricing policy. Separately identify costs and supporting data for each such entity proposed.

**I. Consultant Services**

Identify any contemplated consultants. State the amount of service, in direct labor hours, estimated to be required and the consultant's quoted daily or hourly rate.

**J. Subcontracts**

The Offeror shall submit, with this proposal, details of subcontract costs and financial data in the same format as the Prime contractor's cost and financial data for subcontracts that are the lower of either--

1. More than \$100,000; or
2. More than 10% of the prime contractor's proposed price.

The Offeror shall conduct appropriate cost or price analysis to establish the reasonableness of the proposed subcontract prices. The results of these analyses should be included in the cost proposal.

Offerors that enter into subcontracts other than on a cost-reimbursement type basis may make appropriate adjustments to the instructions and schedules. Information as to the type of subcontract contemplated and documentation to show

why the contract type (i.e. fixed price, time & materials, labor hour, cost-reimbursement, etc.) is anticipated must be included.

The Government reserves the right to request additional cost and price data to be submitted by the prime contractor at lower dollar thresholds than that stated above.

TABLE A

PROPOSAL COVER SHEET				1. SOLICITATION/CONTRACT/MODIFICATION NUMBER			
2a. NAME OF OFFEROR				3A. NAME OF OFFEROR'S POINT OF CONTACT			
2c. STREET ADDRESS				3b. TITLE OF OFFEROR'S POINT OF CONTACT			
				3c. TELEPHONE		3c. FACSIMILE	
2d. CITY	2e. STATE	2f. ZIP CODE		AREA CODE	NUMBER	AREA CODE	NUMBER
4. TYPE OF CONTRACT OR SUBCONTRACT (Check) FFP CPFF CPIF CPAF FPI OTHER (Specify)				5. PRIME OFFEROR SUBCONTRACTOR _____ PRIME OFFEROR'S NAME			
ESTIMATED COST, FEE AND PROFIT INFORMATION							
ESTIMATED COST							
FIXED FEE							
TOTAL PRICE							
7. PROVIDE THE FOLLOWING							
NAME OF COGNIZANT CONTRACT ADMINISTRATIVE AGENCY				NAME OF COGNIZANT GOVERNMENT AUDIT AGENCY			
STREET ADDRESS				STREET ADDRESS			
CITY		STATE	ZIP CODE	CITY		STATE	ZIP CODE
TELEPHONE	AREA CODE	NUMBER		TELEPHONE	AREA CODE	NUMBER	
FACSIMILE	AREA CODE	NUMBER		FACSIMILE	AREA CODE	NUMBER	
NAME OF CONTACT				NAME OF CONTACT			
PROPERTY SYSTEM				APPROXIMATE DATE OF LAST AUDIT			
Reviewed by cognizant contract administrative agency and determined acceptable							
Reviewed by cognizant contract administrative agency and determined not acceptable				PURPOSE OF AUDIT (e.g. proposal review, establishment of billing rates, finalize indirect rates, etc.)			
Never reviewed							
PROPERTY SYSTEM				ACCOUNTING SYSTEM			
Reviewed by cognizant contract administrative agency and determined acceptable				Audited and determined acceptable			
Reviewed by cognizant contract administrative agency and determined not acceptable				Audited and determined unacceptable			
Never reviewed				Never audited			
8a. NAME OF OFFEROR (TYPED)				9. NAME OF FIRM			
8b. TITLE OF OFFEROR (TYPED)							
10. SIGNATURE						11. DATE OF SUBMISSION	

SCHEDULE 1

COST PROPOSAL MODEL

TOTAL CONTRACT SUMMARY - All years

COST ELEMENT

	TOTAL HOURS	TOTAL COST
A. DIRECT LABOR:		
KEY PERSONNEL (AS PROPOSED):		
NON KEY PERSONNEL: (TO BE DETERMINED BY OFFEROR)		
1. TOTAL PROFESSIONAL LOE		
2. TOTAL CLERICAL/OTHER HOURS (if applicable)		
TOTAL - DIRECT LABOR		
B. FRINGE :( if applicable) _____% (identify base)		
C. LABOR OVERHEAD: (if applicable) _____% (identify base)		
TOTAL - DIRECT LABOR, FRINGE & OVERHEAD		
D. OTHER DIRECT COSTS: ODC - RFP SPECIFIED TRAVEL - RFP SPECIFIED		
E. TEAM SUBCONTRACTORS/SUBCONTRACTORS/CONSULTANTS		
1.		
2.		
3.		
TOTAL - SUBCONTRACTORS/CONSULTANTS		
F. SUBTOTAL - ESTIMATED COST WITHOUT G&A		
G. G&A EXPENSE: (if applicable) _____% (identify base)		
H. TOTAL ESTIMATED COSTS		
I. FIXED FEE: _____% (identify base)		
J. TOTAL ESTIMATED COST AND FIXED FEE		

**\*\*PLEASE NOTE: THIS COST PROPOSAL MODEL/SCHEDULE SHOULD BE TAILORED TO COMPANY SPECIFIC ACCOUNTING PRACTICES\*\***



**SCHEDULE 2****COST PROPOSAL MODEL**

PERIOD-----SUMMARY (for the BASE and each of the 4 (four) OPTION PERIODS)

**COST ELEMENT**

	<b>TOTAL HOURS</b>	<b>TOTAL COST</b>
<b>A. DIRECT LABOR:</b>		
KEY PERSONNEL (AS PROPOSED):		
NON KEY PERSONNEL: (TO BE DETERMINED BY OFFEROR)		
1. TOTAL PROFESSIONAL LOE		
2. TOTAL CLERICAL/OTHER HOURS (if applicable)		
<b>TOTAL - DIRECT LABOR</b>		
<b>B. FRINGE :( if applicable)</b> _____ % (identify base)		
<b>C. LABOR OVERHEAD: (if applicable)</b> _____ % (identify base)		
<b>TOTAL - DIRECT LABOR, FRINGE &amp; OVERHEAD</b>		
<b>D. OTHER DIRECT COSTS:</b> ODC - RFP SPECIFIED TRAVEL - RFP SPECIFIED		
<b>E. TEAM SUBCONTRACTORS/SUBCONTRACTORS/CONSULTANTS</b> 1. 2. 3. <b>TOTAL - SUBCONTRACTORS/CONSULTANTS</b>		
<b>F. SUBTOTAL - ESTIMATED COST WITHOUT G&amp;A</b>		
<b>G. G&amp;A EXPENSE: (if applicable)</b> _____ % (identify base)		
<b>H. TOTAL ESTIMATED COSTS</b>		
<b>I. FIXED FEE: _____ % (identify base)</b>		
<b>J. TOTAL ESTIMATED COST AND FIXED FEE</b>		

**\*\*PLEASE NOTE: THIS COST PROPOSAL MODEL/SCHEDULE SHOULD BE TAILORED TO COMPANY SPECIFIC ACCOUNTING PRACTICES\*\***



**SCHEDULE 2.A****COST PROPOSAL MODEL**

PERIOD ----- BASE QUANTITY (For the BASE and each of the 4 (four) OPTION PERIODS)

**COST ELEMENT**

				<b>TOTAL</b>
	<b>HOURS</b>	<b>RATE</b>	<b>COST</b>	
<b>A.</b>	<b>DIRECT LABOR:</b>			
	<b>KEY PERSONNEL (AS PROPOSED):</b>			
	<b>NON KEY PERSONNEL: (TO BE DETERMINED BY OFFEROR)</b>			
	<b>1. TOTAL PROFESSIONAL LOE</b>			
	<b>2. TOTAL CLERICAL/OTHER HOURS (if applicable)</b>			
	<b>TOTAL - DIRECT LABOR</b>			
<b>B.</b>	<b>FRINGE :( if applicable)</b>			
	_____% (identify base)			
<b>C.</b>	<b>LABOR OVERHEAD: (if applicable)</b>			
	_____% (identify base)			
	<b>TOTAL - DIRECT LABOR, FRINGE &amp; OVERHEAD</b>			
<b>D.</b>	<b>OTHER DIRECT COSTS:</b>			
	<b>ODC - RFP SPECIFIED</b>			
	<b>TRAVEL - RFP SPECIFIED</b>			
<b>E.</b>	<b>TEAM SUBCONTRACTORS/SUBCONTRACTORS/CONSULTANTS</b>			
	<b>1.</b>			
	<b>2.</b>			
	<b>3.</b>			
	<b>TOTAL - SUBCONTRACTORS/CONSULTANTS</b>			
<b>F.</b>	<b>SUBTOTAL - ESTIMATED COST WITHOUT G&amp;A</b>			
<b>G.</b>	<b>G&amp;A EXPENSE: (if applicable)</b>			
	_____% (identify base)			
<b>H.</b>	<b>TOTAL ESTIMATED COSTS</b>			
<b>I.</b>	<b>FIXED FEE: _____% (identify base)</b>			
<b>J.</b>	<b>TOTAL ESTIMATED COST AND FIXED FEE</b>			

**\*\*PLEASE NOTE: THIS COST PROPOSAL MODEL/SCHEDULE SHOULD BE TAILORED TO COMPANY SPECIFIC ACCOUNTING PRACTICES\*\***

**SCHEDULE 2.B****COST PROPOSAL MODEL**

PERIOD ----- OPTIONAL QUANTITY (For the BASE and each of the 4 (four) OPTION PERIODS)

**COST ELEMENT**

				<b>TOTAL</b>
	<b>HOURS</b>	<b>RATE</b>	<b>COST</b>	
<b>A.</b>	<b>DIRECT LABOR:</b>			
	<b>KEY PERSONNEL (AS PROPOSED):</b>			
	<b>NON KEY PERSONNEL: (TO BE DETERMINED BY OFFEROR)</b>			
	<b>1. TOTAL PROFESSIONAL LOE</b>			
	<b>2. TOTAL CLERICAL/OTHER HOURS (if applicable)</b>			
	<b>TOTAL - DIRECT LABOR</b>			
<b>B.</b>	<b>FRINGE :( if applicable)</b>			
	_____% (identify base)			
<b>C.</b>	<b>LABOR OVERHEAD: (if applicable)</b>			
	_____% (identify base)			
	<b>TOTAL - DIRECT LABOR, FRINGE &amp; OVERHEAD</b>			
<b>D.</b>	<b>OTHER DIRECT COSTS:</b>			
	<b>ODC - RFP SPECIFIED</b>			
	<b>TRAVEL - RFP SPECIFIED</b>			
<b>E.</b>	<b>TEAM SUBCONTRACTORS/SUBCONTRACTORS/CONSULTANTS</b>			
	<b>1.</b>			
	<b>2.</b>			
	<b>3.</b>			
	<b>TOTAL - SUBCONTRACTORS/CONSULTANTS</b>			
<b>F.</b>	<b>SUBTOTAL - ESTIMATED COST WITHOUT G&amp;A</b>			
<b>G.</b>	<b>G&amp;A EXPENSE: (if applicable)</b>			
	_____% (identify base)			
<b>H.</b>	<b>TOTAL ESTIMATED COSTS</b>			
<b>I.</b>	<b>FIXED FEE: _____% (identify base)</b>			
<b>J.</b>	<b>TOTAL ESTIMATED COST AND FIXED FEE</b>			

**\*\*PLEASE NOTE: THIS COST PROPOSAL MODEL/SCHEDULE SHOULD BE TAILORED TO COMPANY SPECIFIC ACCOUNTING PRACTICES\*\***

ATTACHMENT 3

SAMPLE WORK ASSIGNMENT 1

## Sample Work Assignment #1 - Exposure and Release Assessment

### **Background**

Under Sections 5 and 6 of TSCA, EPA/OPPT evaluates the potential risks of chemicals associated with their manufacture and various uses. The Chemical Engineering Branch (CEB) is responsible for assessing the potential occupational exposures and environmental releases of toxic chemicals during manufacture, processing, and industrial and commercial uses. These assessments are usually based on available data for the chemical of interest, generic and surrogate data, modeling, and other assessment approaches.

### **Objective:**

The purpose of this work assignment is to prepare an exposure and release assessment for a high production volume chemical that has several different uses.

### **Tasks:**

1. Compile information on import and production volumes; industrial chemistry, processing, and use(s) of the chemical; unit operations associated with the lifeline of the chemical substance from domestic manufacture through industrial/commercial use(s); and the number of industrial sites which manufacture, process, and use the chemical.
2. Identify environmental regulations relevant to the chemical's use and disposal.
3. Collect information on the sources of potential releases of the chemicals to all media (air, land, water) and current methods of disposal of the chemical from sites which manufacture, process and use it. Estimate or model routine emissions and releases including fate, transport and dispersion in the environment.
4. Identify and assess source reduction and recycling practices and technologies which are being used or may be used to eliminate or reduce releases of the chemical. Evaluate the effectiveness of control technologies in reducing potential releases.
5. Identify occupational health regulations relevant to the chemical's use.
6. Collect information on the potential for occupational exposures and identify points of potential exposure during manufacture, processing, and use(s); worker activities; routes of exposure; number of workers potentially exposed; and the frequency and duration of exposures. For the identified routes of exposure, estimate or model the potential dose rates in mg/day for workers potentially exposed.
7. Evaluate the effectiveness of engineering controls, operating practices, and personal protective equipment used in industrial and commercial settings to mitigate worker exposures to the chemical.
8. Develop a sample of the format of the deliverable that satisfies the objective of this work assignment.

The offeror shall provide the following:

1. Describe the technical approach you will use to perform the above tasks.
2. Identify the resources that you will need including staffing (skills, background, labor classifications) and other resources that will be necessary.

ATTACHMENT 4

SAMPLE WORK ASSIGNMENT 2

## Sample Work Assignment #2: Program a Generic Scenario into ChemSTEER

### **Background**

The Chemical Screening Tool for Exposures and Environmental Releases (ChemSTEER) is a software package that integrates CEB's methodologies for estimating occupational exposures and environmental releases. CEB and its contractors have used this tool for completing engineering reports containing assessments of occupational exposures and environmental releases for new chemicals EPA reviews under TSCA (Toxic Substances Control Act). The most recent publicly available version may be accessed through EPA's Exposure website [www.epa.gov/opptintr/exposure](http://www.epa.gov/opptintr/exposure).

One feature of the tool is the inclusion of CEB's generic scenarios. Generic Scenarios present standard approaches for estimating exposures and releases for a particular industry category. For example, CEB has a generic scenario titled: *Coating Application via Spray- Painting in the Automotive Refinishing Industry*. This scenario covers non-volatile chemicals (binders, pigments, additives) that are components of sprayed paint and coating mixtures used in refinishing operations. Knowing the production volume of the chemical, its function and intended use, a scenario such as this can be used in the absence of data to develop estimates of:

- number of sites the chemical will be used at
- daily throughput of the chemical (kg/site-day)
- release estimates for each release source (ex. cleanup of shipping containers, cleanup of equipment, paint overspray) indicating the amount of release (kg/site-day), and media (air, water, land, and air). The estimates take into account the efficiency of controls. For example, the removal efficiency of filters for paint overspray.
- Number of workers potentially exposed
- Estimates of inhalation and dermal exposure (in mg/day) for each worker activity (Ex. transferring raw materials, spray painting, cleanup of equipment)

As generic scenarios are developed and peer reviewed, they are programmed into ChemSTEER to be available for future assessments by CEB.

### **Problem Statement**

CEB has completed the peer review of a new generic scenario for an industry category. The scenario is ready for programming. The task of the contractor is to program this generic scenario into ChemSTEER.

### **Tasks:**

1. Describe the technical approach you will use to solve this problem.
2. Identify the resources that you will need including staffing (skills, background, labor classifications) and other resources that will be necessary.

ATTACHMENT 5

MINIMUM STANDARDS FOR CONFLICT OF INTEREST

**MINIMUM STANDARDS FOR EPA CONTRACTORS'  
CONFLICT OF INTEREST PLANS**

**1. PURPOSE**

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). In order to avoid, neutralize, or mitigate conflicts, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

**2. COI PLAN**

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved\* by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractors' COI Plans should be identified by a version number and date, as appropriate. In addition, when applicable, please also identify the version number and date of any previously submitted COI Plans to the Agency, to whom (name, title, and phone number) the COI Plan was submitted, what the solicitation(s)/contract(s) numbers were, and if and when the COI Plan was approved.

\* COs may accept another CO's prior approval of the same version of a contractor's COI Plan when appropriate. COs however, are not required to accept another CO's decision if the CO performs his/her own independent evaluation.

**3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS**

**A. Corporate Structure**

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its' corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section, a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will potentially be very useful to contracting officers and the Agency when evaluating whether or not a contractor has a COI.

**B. Searching and Identifying COI**

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months from time of receipt of the work from EPA. However,



EPA encourages contractors to search back as far as a company's records cover.

**C. Data Base**

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- (1) a list of the company's past and public clients;
- (2) a description of the type(s) of work that was performed and any other pertinent information;
- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of site name(s) (when applicable) related to any work performed; and
- (5) the ability to search and retrieve the information in the data base.

If applicable, the COI Plan shall include provisions for supplemental searches of a parents, affiliates, subsidiaries, or sister company s records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

**D. Personal Certification**

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, or work pertaining to a CERCLA/RCRA action or work that may endanger a CERCLA enforcement action, to sign a personal certification. It should be noted however, that it is the preference of the Agency that ALL employees of the company be required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI the individual may have on any work that may result in an actual or potential COI. The certification shall also state the individual has read and understands the company's COI Plan and procedures. The employee certifications shall be retained by the company.

**E. Work Assignment (WA), Technical Direction Document (TDD), or Delivery Order (DO) Notification and Certification**

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its' WA/TDD/DO certification within 20 days of receipt of the work from EPA.

NOTE: WA/TDD/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/DO certifications.

**F. Annual Certification**

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

**G. Notification and Documentation**

The COI Plan shall clearly delineate who is the responsible official for making COI determinations within the company. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize or mitigate the conflict. In addition, a contractor shall document all COI searches related to EPA work, whether or NOT an actual or potential COI has been identified.

**H. Training**

The COI Plan shall require all employees of the company to receive basic COI training, and that each employee receive COI awareness training, at least, on an annual basis. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

**I. Subcontractor's COI Plans**

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

ATTACHMENT 6

CLIENT AUTHORIZATION LETTERS

**Client Authorization Letter #1**

**(Note: For clients who are listed as references but who are NOT requested to fill out the past performance questionnaire)**

*[Addressee]*

Dear *(Client's name)*:

We are currently responding to the Environmental Protection Agency RFP No. PR-HQ-04-10126 for the procurement of Chemical Engineering Support Services and Other Technical Support Services in support of the Office of Pollution Prevention and Toxics (OPPT). The EPA is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. The EPA requires offerors to inform references identified in proposals that EPA personnel may contact them about past performance information.

If you are contacted by EPA personnel for information on work we have performed under contract for your company/agency/state or local government, you are hereby authorized to respond to the EPA's inquiries.

Your cooperation is appreciated. Please direct any questions to \_\_\_\_\_.  
*(offeror's point-of-contact)*

Sincerely,

**Client Authorization Letter #2**

**(Note: For the clients who are listed as references and who ARE requested to fill out the past performance questionnaire)**

*[Addressee]*

Dear *(Client's name)*:

We are currently responding to the Environmental Protection Agency RFP No. PR-HQ-04-10126 for the procurement of Chemical Engineering Support Services and Other Technical Support Services in support of the Office of Pollution Prevention and Toxics (OPPT). The EPA is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. Accordingly, you are requested to fill out the attached Past Performance Questionnaire and forward it to the email address [alston.gerald@epa.gov](mailto:alston.gerald@epa.gov) and [holloway.barbara@epa.gov](mailto:holloway.barbara@epa.gov) or to the following mailing address no later than 5 calendar days after *(insert the proposal due date)*:

US Environmental Protection Agency  
Attn: Barbara Holloway, Contracting Officer  
1200 Pennsylvania Avenue, NW, Mail Code: 3803R  
Washington, DC 20460

Additionally, EPA requires offerors to inform references identified in proposals that EPA personnel may contact them about past performance information. If you are contacted by EPA personnel for information on work we have performed under contract for your company/agency/state or local government, you are hereby authorized to respond to the EPA's inquiries.

Your cooperation is appreciated. Please direct any questions to\_\_\_\_\_.  
*(offeror's point-of-contact)*

Sincerely,

Attachment:  
Past Performance Questionnaire

ATTACHMENT 7

PAST PERFORMANCE QUESTIONNAIRE

**PAST PERFORMANCE QUESTIONNAIRE****SOURCE      SELECTION      SENSITIVE      INFORMATION****Name of Offeror:** \_\_\_\_\_**Contract Information**  
**(supplied by offeror in proposal)****Name of Contractor:** \_\_\_\_\_  
**Contract Number:** \_\_\_\_\_  
**Contract Title:** \_\_\_\_\_  
**Contract Value:** \_\_\_\_\_**Type of Contract:** \_\_\_\_\_ **Period of Performance:** \_\_\_\_\_**The ratings below are supplied by the contractor identified above, NOT the offeror.**

Performance Elements	Not Applicable	Outstanding	Satisfactory	Unsatisfactory
1. Quality of Product or Service				
2. Timeliness of Performance				
3. Effectiveness of Management (including subcontractors)				
4. Initiative in Meeting Requirements				
5. Response to Technical Direction				
6. Responsiveness to Performance Problems				
7. Compliance with Cost Estimates				
8. Customer Satisfaction				
9. Overall Performance				

10. Remarks on outstanding performance:

(Provide data supporting this observation; you may continue on a separate sheet if needed.)

11. Remarks on unsatisfactory performance:

(Provide data supporting this observation; you may continue on separate sheet if needed.)

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12. Please identify any corporate affiliations with the offeror.

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13. Would you do business with \_\_\_\_\_ again?  
(insert offeror's name)

14. Information provided by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Mailing Address (Street and P.O. Box)

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Time of Call

\_\_\_\_\_  
Telephone and Fax Numbers

15. Questionnaire completed by:

\_\_\_\_\_  
Name of EPA Employee

\_\_\_\_\_  
Signature of EPA Employee

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Questionnaire Completed



ATTACHMENT 8

INVOICE PREPARATION INSTRUCTIONS

**INVOICE PREPARATION INSTRUCTIONS**  
**SF 1034**

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page \_\_\_\_ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE

DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

---

(Name of Official)

---

(Title)

(13) **Quantity; Unit Price** - insert for supply contracts.

(14) **Amount** - insert the amount claimed for the period indicated in (11) above.

**INVOICE PREPARATION INSTRUCTIONS  
SF 1035**

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

---

**NOTE:** Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

**SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS**

The following backup information is required as an attachment to the invoice as shown by category of cost:

**Direct Labor** - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the period in the invoice.

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and

the cost base to which it is applied.

**Subcontracts** - identify the major cost elements for each subcontract.

**Other Direct Costs** - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

**Contractor Acquired Equipment (if authorized by the contract)** - identify by item the quantities, unit prices, and total dollars billed.

**Contractor Acquired Software (if authorized by the contract)** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

#### SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

**Direct Labor** - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

**Subcontracts** - identify the major cost elements for each subcontract.

**Other Direct Costs** - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Contractor Acquired Equipment** - identify by item the quantities, unit prices, and total

dollars billed.

**Contractor Acquired Software** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

#### RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

#### COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

#### FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included

at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.